

**SPECIAL MEETING**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

March 16, 2011

6:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ROLL CALL:**

**Present**

**Absent**

Jack R. Brick, President

\_\_\_\_\_

\_\_\_\_\_

Dr. Gary Pritchard, Vice President

\_\_\_\_\_

\_\_\_\_\_

John M. Alpay, Clerk

\_\_\_\_\_

\_\_\_\_\_

Ellen M. Addonizio, Member

\_\_\_\_\_

\_\_\_\_\_

Anna Bryson, Member

\_\_\_\_\_

\_\_\_\_\_

Lynn Hatton, Member

\_\_\_\_\_

\_\_\_\_\_

Sue Palazzo, Member

\_\_\_\_\_

\_\_\_\_\_

Larson Ishii, Student Advisor

\_\_\_\_\_

\_\_\_\_\_

**BOARD AND SUPERINTENDENT COMMENTS**

**CLOSED SESSION**

**Immediately following Open Session**

**REPORT ON CLOSED SESSION ACTION**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**

**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.**

## **II. INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING**

We are pleased you can be with us at this meeting, and we hope you will return often. Your visit assures us of continuing community interest in our schools.

The members of the Board of Trustees of this District are locally elected state officials, who serve four-year terms of office, and who are responsible for the educational program of our community from grades kindergarten through twelve. They are required to conduct programs of the schools in accordance with the State of California Constitution, the State Education Code, and other laws relating to schools enacted by the Legislature, and policies and procedures which this Board adopts.

The Board is a policy-making body whose actions are guided by the school district's Mission and Goals. Administration of the District is delegated to a professional administrative staff headed by the Superintendent.

The agenda and its extensive background material are studied by each member of the Board for at least two days preceding the meeting. Board Members can call the administrative staff for clarification on any item, and many of the items on the agenda were discussed by the Board during previous meetings. These procedures enable the Board to act more effectively on agenda items than would otherwise be possible.

### **WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES**

**ITEMS ON THE AGENDA.** Any person may address the Board concerning any item on the agenda and may, at the discretion of the Board, be granted three (3) minutes to make a presentation to the Board at the time a specific item is under discussion. However, the time assigned for individual presentations could be fewer than three (3) minutes depending upon the total number of speakers who wish to address a specific agenda topic. Prior to the opening of the meeting, a Request to Address the Board card (located in the foyer) should be completed and submitted to the Secretary of the Board. The total time devoted to presentations to the Board shall not exceed twenty (20) minutes, unless additional time is granted by the Board. All presentations shall be heard by the Board prior to the formal discussion of the agenda topic under consideration. Once an agenda item has been opened for public comment, no additional "Request to Address the Board of Trustees" cards shall be accepted for that topic.

**ORAL COMMUNICATIONS (Non-Agenda Items).** Citizens may address the Board on any item not appearing on the agenda. Individual presentations are limited to three (3) minutes per individual, with twenty (20) minutes in total being devoted for this purpose, but could be less if there are a large number of Oral Communication speakers. Legally, the Board may not take action on items raised by speakers under Oral Communications. However, at its discretion, the Board may refer items to the administration for follow-up or place topics on a future Board agenda.

**PUBLIC HEARINGS.** Anytime the Board schedules a separate public hearing on any given topic, it shall not hear speakers on that topic before the public hearing, except as to the scheduling of the hearing, nor shall it hear speakers after the hearing, except as to changes in the policy or recommended actions which are directed at the time of the hearing.

**CLOSED SESSION.** In accordance with Education Code Section 35146 and Government Code Section 54957, the Board may recess to Closed Session to discuss personnel matters which they consider inadvisable to take up in a public meeting.

#### **REASONABLE ACCOMMODATION**

*In order to help ensure participation in the meeting of disabled individuals, appropriate disability-related accommodations or modifications shall be provided by the Board, upon request, in accordance with the Americans with Disabilities Act (ADA). Persons with a disability who require a disability-related accommodation or modification, including auxiliary aids and services in order to participate in a Board meeting, shall contact the Superintendent or designee in writing by noon on the Friday before the scheduled meeting. Such notification shall provide school district personnel time to make reasonable arrangements to assure accessibility to the meeting.*

### III. CONSENT CALENDAR

#### PERSONNEL SERVICES

Page #

1. **SPEECH PATHOLOGIST SALARY SCHEDULE, MEMORANDUM OF UNDERSTANDING AGREEMENT:** Approval, Memorandum of Understanding agreement with the Capistrano Unified Education Association, speech pathologists salary schedule.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

1

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

### IV. DISCUSSION/ACTION

2. **REPORT ON THE RESTORATION OF FURLOUGH DAYS, AND PAY, FOR FOUR EMPLOYEE ORGANIZATIONS:** A formal report will be presented concerning the restoration of furlough days and pay for the Capistrano Unified Education Association (CUEA), the California School Employees Association (CSEA), the Capistrano Unified Management Association (CUMA), and Teamsters Local 952. The exhibits to this item include a formal report on the Board's process for considering such restoration and pay and supportive Board agendas, exhibits and minutes. The exhibits also include correspondence from the Orange County Department of Education concerning the increase in revenue limit income that the District received following the adoption of the State budget on October 8, 2010.  
(Supporting Information)  
*Contact: Joseph M. Farley, Superintendent*

INFORMATION/  
DISCUSSION/  
Page 5

3. **RESPONSE TO DEMAND TO CURE AND CORRECT ALLEGED BROWN ACT VIOLATIONS:** Counsel will report on the District's response to a demand to cure and correct an alleged Brown Act violation.  
(Supporting Information)  
*Contact: Joseph M. Farley, Superintendent*

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4. **REAFFIRMATION OF PREVIOUSLY CONSIDERED RESTORATION OF FURLOUGH DAYS AND PAY FOR FOUR EMPLOYEE ORGANIZATIONS:** It is recommended the Board reaffirm its earlier vote concerning restoration of furlough days and pay for four employee organizations after providing any member of the public an opportunity to address the Board on this matter. The employee organizations are the Capistrano Unified Education Association (CUEA), the California School Employees Association (CSEA), the Capistrano Unified Management Association (CUMA), and Teamsters Local 952. The reaffirmation is for the agreements that are referenced in the exhibits to Board agenda item two, above, regarding restoration of furlough days and pay.  
A. May 19, 2010 – CUSD/CUEA Settlement Agreement  
B. June 29, 2010 – Teamsters  
C. August 3, 2010 – Salary Reduction: Approval, CUMA Salary Reductions  
D. September 28, 2010 – CUSD/CSEA Settlement Agreement  
E. January 11, 2011 – Proposed Revisions to 2010-2011 School Calendar  
(Supporting Information)  
*Contact: Joseph M. Farley, Superintendent*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 265

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

## **V. ADJOURNMENT**

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, APRIL 12, 2011 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

## **VI. CLOSED SESSION**

### **5. Closed Session (as authorized by law)**

A. CONFERENCE WITH LEGAL COUNSEL–ANTICIPATED LITIGATION  
Significant Exposure to Litigation - One Case  
*(Pursuant to Government Code §54956.9{b})*

B. CONFERENCE WITH LABOR NEGOTIATORS  
Dr. Joseph M. Farley/Jodec Brentlinger/Ron Lebs  
Employee Organization:  
1) Capistrano Unified Education Association (CUEA)  
2) Capistrano School Employees Association (CSEA)  
3) Unrepresented Employees (CUMA)  
4) Teamsters  
*(Pursuant to Government Code §54957.6)*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 16, 2011

TO: Joseph M. Farley, Superintendent

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **MEMORANDUM OF UNDERSTANDING AGREEMENT, SPEECH  
PATHOLOGIST SALARY SCHEDULE**

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**BACKGROUND INFORMATION**

The national and state shortage of speech pathologists continues to plague school districts seeking to recruit. The shortage first received nationwide attention in 2003 warning the demand for speech language professionals would exceed the supply. One of the primary factors is the preparatory system does not admit nor graduate the number of professionals necessary to staff private and public agencies. A recent survey conducted by the American Speech-Language Hearing Association (ASHA) reports that 62% of school districts indicate they have more openings than people looking for jobs. In addition, it reported school districts across the nation are being forced to fill vacancies with expensive contract workers or unlicensed assistants.

Opening the 2010-2011 school year has proven to be most difficult in both recruiting and retaining speech pathologists. In late August, 8.7 vacancies were unfilled. Adding to this challenge was the unanticipated vacancies due to maternity leaves, impending retirements, and increased service needs. The District is mandated to provide designated speech and language services to students per each student's IEP regardless of the District's ability to hire enough service providers. Last year alone, the District spent \$232,000 to contract these services with outside Non-Public Agencies (NPA). This cost covered two (2) unfilled positions during the 2009-2010 school year.

With the 8.7 vacancies in August, and no interested candidates, the only option available to ensure services were provided was to contract out with Non-Public Agency (NPA) speech pathologists. Contracting out services for the 8.7 vacant positions ranged from \$98,000 per service provider up to \$126,000. Not included in these costs are the time, effort, and energy District and site level staff spend negotiating contracts, scheduling service provider caseloads, and developing and monitoring schedules to each provider's specific contract agreement. An additional burden placed on the Special Education department and site level administrators is monitoring the schedules and performance of each service provider. While the service provider is contracted to deliver speech and language services, educational program and service compliance for each identified student remains the responsibility of the District. This year the District has contracted with seven NPA's at a cost of \$814,524.

Recognizing this problem is only increasing each year, Business Services, Special Education and Personnel Services developed an alternative salary schedule for CUSD Speech Pathologists (Exhibit A). Not only does the alternative schedule reduce hard and soft dollar costs now and in

the future, it is projected to save money associated with annual recruitment costs, contract development and accountability, and costs associated with legal settlements.

The proposed Speech Pathologist Salary Schedule was developed to accomplish the following goals:

1. Competitively recruit new and experienced speech pathologists.
2. Retain existing and newly hired speech pathologists.
3. Eliminate service contracts costing the District up to twice as much as hiring a CUSD permanent employee.
4. Reduce if not eliminate staff time, effort and energy utilized to seek, develop and monitor Non Public Agency service contracts.

### **CURRENT CONSIDERATIONS**

Presently, higher educational systems continue to inadequately address or remedy the shortage of speech pathologists. Recognizing there are no short or long term solutions coming from those responsible for producing speech pathologists, it is incumbent upon the District to pursue more cost efficient measures to provide such services. In addition, special education programs and services remain a significant issue for encroaching into the general fund. Programs, services, legal issues and mandates will remain a constant human and monetary budget drain for public school systems.

A memorandum of understanding (MOU) between the District and the Capistrano Unified Education Association is necessary to ensure both parties mutually agree to the creation of a separate salary schedule (Exhibit A). Having secured the agreement of CUEA to enter into this MOU, the recommendation from staff is to approve the MOU and adopt a new and separate salary schedule for CUSD Speech Pathologists, effective March 1, 2011.

With the annual state convention scheduled in Los Angeles the week of March 21 – 25, the District is prepared to begin recruitment efforts at this time. Approval of this MOU will be a powerful tool as we actively begin recruiting at this state conference as well as retain our existing speech pathologists who may be lured away to other districts.

### **FISCAL IMPLICATIONS**

Existing contracts are costing the District \$814,524. As of today, three positions remain to be filled and will require additional NPA service agreements. In addition to these costs, the District has spent approximately \$20,000 in 6/5ths assignments. Once the appropriate number of staff is hired, 6/5ths will no longer need to be allocated to cover unfilled vacancies. The proposed salary schedule will have a slight increase to the general fund budget but will be offset by the elimination of private agency contracts.

### **STAFF RECOMMENDATION**

It is recommended the Board approve the Memorandum of Understanding Agreement with the Capistrano Unified Education Association (Exhibit A).

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

Memorandum of Understanding  
between the  
Capistrano Unified Education Association  
and  
Capistrano Unified School District

**Speech Pathologist Salary Schedule  
2010-2011 School Year**

The purpose of this side letter is to acknowledge an agreement between CUEA and the Capistrano Unified School District to adopt a separate salary schedule for Speech and Language Pathologist teachers. The salary schedule (attached) is designed to recruit and retain CUSD employees in lieu of contracting out services through non-public agency personnel/contracts. This agreement will go into effect March 1, 2011.

APPROVED:

\_\_\_\_\_  
Capistrano Unified School District

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Capistrano Unified Education Association

\_\_\_\_\_  
Date

**SPEECH PATHOLOGIST SALARY SCHEDULE**  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California  
7/1/2010 - 6/30/2011  
187-Day Work Calendar

<b>STEP</b>	<b>SALARY <sup>(1)</sup></b>
1	70,892
2	73,232
3	75,653
4	78,158
5	80,751
9	86,118
15	90,630
19	95,823
23	101,328

<sup>(1)</sup> Salaries include a \$1,900 stipend for a Master's Degree and a **\$2,174** stipend for Speech Pathologist.

~ Additional stipends of **\$2,174** are eligible for each of the following:

- \* Clinical Rehabilitative Services Credential
- \* California Speech Pathology License
- \* National Board Certification

~ The **\$2,174** stipend is calculated at 5% of 90% of Cell A1 of the Certificated Salary Schedule (\$48,312 x 90% = \$43,481).

~ Clinical experience in the private sector for a Speech Pathologist who hold a Certificate of Clinical Competence (CCC) prior to CUSD employment, may be used for step placement upon verification.

~ As of March 1, 2011, the maximum step allowed for comparable experience prior to CUSD employment shall be Step 23.

\* Includes base salary restoration from a 3.7% decrease to a 1.2% decrease to the prior schedule as of 7/1/10.

\* Furlough days have not been deducted from the base pay salary schedule.

\* Salary Schedule freeze is in place from 7/1/2010 through 1/31/2011.

Effective: 3/1/2011

Adopted: 

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 16, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **REPORT ON THE RESTORATION OF FURLOUGH DAYS AND PAY  
FOR FOUR EMPLOYEE ORGANIZATIONS**

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**BACKGROUND INFORMATION AND CURRENT CONSIDERATIONS**

The District received a complaint alleging the Board violated the Brown Act when it took formal action to restore furlough days and pay for the Capistrano Unified Education Association (CUEA), the California School Employees Association (CSEA), the Capistrano Unified Management Association (CUMA), and Teamsters Local 952.

District staff and legal counsel analyzed this matter and believe the allegations are unfounded. This item was placed on the agenda of this meeting at the request of the Board of Trustees to provide the public with detailed information on the process and procedures for restoration of the furlough days and pay for the above referenced associations.

The following information describes Board action, agendas, minutes, and exhibits relative to the furlough days and pay between May 2010 and January 2011

In a closed session meeting of the Board on December 7, 2010, the Board discussed with the Superintendent and its labor negotiator, the options for responding to the collective bargaining demands of one or more employee organizations. As part of that issue was the fact that the Board had ratified collective bargaining agreements earlier in the year, which required restoration of some furlough days and pay the organizations had given up, in the event the District's state-funded revenue increased over the amount that had been forecast. That increase occurred, requiring the restoration of furlough days and pay as previously agreed to and approved by the Board. The labor negotiator needed guidance from the Board because labor negotiations would be significantly more challenging if the Board planned to dispute agreements that it had just ratified with those associations.

The Board did not approve the agreements to restore the furlough days or pay cuts at its meetings in December and January. The Board took the action to enter into those agreements earlier in the year. Those agreements were ratified by the employee organizations, and the Board of Trustees approved the agreements at Board meetings between May and September. When a collective bargaining agreement has been ratified by the voting membership of the employee organization and by the District, that agreement is binding. Consequently, after the meetings approving the agreements between May and September, the agreements with the employee organizations were binding contracts. Those binding contracts required the Board to reinstate the furlough days and pay if the state increased the revenue-limit amount per child.

The agreement with CUEA was ratified by the Board on May 19, 2010 (Exhibit A). Copies of the agenda (Exhibit B) and the minutes (Exhibit C) of the meeting are attached.

The agreement with CSEA was ratified by the Board on September 28, 2010 (Exhibit D). Copies of the agenda (Exhibit E) and the minutes (Exhibit F) of the meeting are attached.

The agreement with CUMA was ratified by the Board on August 3, 2010 (Exhibit G). Copies of the agenda (Exhibit H) and the minutes (Exhibit I) of the meeting are attached.

Note that the action with CUMA was slightly different than the actions taken with the other organizations. In the case of CSEA and CUEA the restoration includes salary for the furlough days and some improvements to the previously cut salary schedules. For CUMA the only change was restoration of the furlough days and the pay for those two days. The District has not restored other income for CUMA.

The agreement with the Teamsters was ratified by the Board on June 29, 2010 (Exhibit J). Copies of the agenda (Exhibit K) and the minutes (Exhibit L) of the meeting are attached.

The reinstatement of furlough days and pay for furlough days was approved by the Board on January 11, 2011, with the adoption of a revised calendar for the 2010-2011 school year (Exhibit M).

When the State budget was adopted on October 8, 2010, it included an increase in the District's State-funded revenue limit amount per child over the amount that had been forecast, triggering the requirement to reinstate the furlough days to the instructional calendar as agreed. A copy of a letter from Dr. Wendy Benkert, Assistant Superintendent, Orange County Department of Education, dated December 14, 2010 (Exhibit N), showing her calculation of the budget change is attached.

A binding collective bargaining agreement cannot be avoided without substantial legal ramifications. Breach of a collective bargaining agreement is addressed by a Petition for Writ of Mandate before the Superior Court to enforce the agreement and may include the potential for a "Unfair Practice Charge" before the Public Employee Relations Board ("PERB"), for violation of a valid collective bargaining agreement in violation of the Educational Employees Relations Act ("EERA") (Gov. Code §3540 et seq.). After the ratification of the agreements, the Board did not have many options. It does not have the option now of avoiding the requirements of those agreements.

In closed session on December 7, 2010, the Board met with the labor negotiators to discuss whether there was anything that the Board could do to avoid the implementation of the previously accepted agreements and to discuss the ramifications of any decision to delay such implementation on upcoming negotiations. In any legally binding contract or agreement, including a collective bargaining agreement, there are some defenses that might be raised to prevent the implementation of that agreement. Arguments can be made that the contract was not properly formed, or is ambiguous, or cannot be completed. The Superintendent discussed the issue with legal counsel and there did not appear to be any defenses that could avoid the terms of the agreement. After discussion, the Board determined not to breach the agreement, not to dispute the validity of the agreement, or otherwise take any action to interfere with the previously adopted agreement, and instructed the Superintendent to comply with the agreement as written. The Board also gave other instructions to the labor negotiator, consistent with that instruction. It merely decided at the December 7, 2011, Board meeting that it did not intend to

take any action to delay implementation of the agreements, or withdraw from the agreements, and instructed the labor negotiator to proceed with implementation of the previously approved agreement.

The closed session at the December 7 meeting was properly noticed as a meeting with the labor negotiator. It was properly identified on the agenda, and the subject voted upon was for the purpose of instructing the labor negotiator. There was no requirement to report out that vote after that closed session. There is no duty to report out after closed session with the labor negotiator until the negotiations are completed.

At the January 11, 2011, meeting the Board took action in public session to revise the school calendar to reinstate the two instructional furlough days, which was required by two things: (1) the agreements with the employee organizations ratified the year before; and (2) the action by the State to increase the amount of money in the budget in the manner that triggered the terms of the agreement with the employee organizations. The Board was required to comply with its agreements, and therefore required to reinstate the instructional days, and it properly did so. The subject of the reinstatement of the two instructional days was properly noticed in the agenda. Consequently, there was no violation of the Brown Act at that meeting, either.

### **FINANCIAL IMPLICATIONS**

There is no financial impact.

### **STAFF RECOMMENDATION**

It is requested that the Board President recognize Attorney Jack Sleeth, of Stutz, Artiano, Shinoff, & Holtz, to review this information and to provide a detailed report to the Board.

This is an informational item only and does not require Board action.

INFORMATION/  
DISCUSSION





CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 19, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CUSD/CUEA – RECOMMENDATION OF SETTLEMENT  
AGREEMENT: JULY 1, 2009 – JUNE 30, 2012**

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**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the Capistrano Unified Education Association (CUEA) expired on June 30, 2008. The two parties participated in negotiation sessions, mediation and fact finding in an effort to reach a settlement agreement, Exhibit A. On Monday, April 26, 2010 the parties were able to reach a tentative agreement. A copy of the Tentative Agreement is attached as Exhibit B.

AB1200, enacted in 1991, incorporated Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including but not limited to the costs that will be incurred in the current and subsequent years. AB2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The three year settlement agreement was ratified by the CUEA membership in a general vote that concluded on May 13, 2010. In addition to the Tentative Agreement, Exhibit B the Public Disclosure of the AB 1200 Collective Bargaining Agreement is attached as Exhibit C.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this three year agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$37.2 million. This savings will be realized over fiscal years 2009/10 through 2011/12 as follows:

2009/10	\$4.1 million
2010/11	\$15.6 million
2011/12	<u>\$17.5 million</u>
Total	\$37.2 million Savings

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the three year (2009-10 through 2011-12) contract settlement with CUEA as proposed, Exhibit B.

It is further recommended that the Board of Trustees certify that the public disclosure of the proposed agreement with CUEA has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB2756, Exhibit C.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION  
NEGOTIATIONS  
2009-10**

March 24, 2009

- District Contract Reopener Proposal to the Board 2009-10

April 13, 2009

- CUEA Contract Reopener Proposal to the Board 2009-10

June 8, 2009

- Negotiation Session
- 2009-10 Bargaining Proposal to CUEA

June 17, 2009

- Negotiation Session
- CUEA Bargaining Proposal to District

June 18, 2009

- Request for Impasse

July 27, 2009

- Request for Factfinding

August 27-28, 2009

- Mediation

September 14, 2009

- Mediation (Budget only)

September 25, 2009

- Mediation

October 12, 2009

- Negotiation

October 22, 2009

- Mediation

January 25-26, 2010

- Factfinding

April 22, 23, 24, 25, 26, 2010 (5 days)

- Negotiations

April 26, 2010

Settlement Agreement reached

5/17/2010

Final Settlement Negotiations CUEA 2009 To CUEA

4/26/10  
10:20 PM

**PROPOSED TENTATIVE AGREEMENT - APRIL 26, 2010 814 PM**

CUEA AND CUSD agree to resolve all negotiation issues for 2009-2010 through 2011-2012 upon the terms and conditions set forth below:

- 1) The Collective Bargaining Agreement ("CBA") will be in effect from July 1, 2009 through and including June 30, 2012.
- 2) The previously agreed upon "language items" referenced in the Fact-finding Report will be incorporated into the CBA.
- 3) The terms set forth in the Implementation Resolution dated March 31, 2010 will be incorporated into the CBA except that the maximum contribution rates for the POS/PPO plan will be based upon 2010 District contribution rates.
- 4) Restoration language regarding wage and work year per attached.
- 5) Each party will have the right to re-open two Articles in 2011-2012.  
*THE CONTRACT WILL BE CLOSED FOR 2009-2010 and 2010-2011*
- 6) All other provisions of the CBA shall remain in full force and effect and the parties shall meet to revise and remove provisions that are inconsistent with paragraphs 1 through 5 above.
- 7) There shall be no reprisals against any unit member for his/her part in the strike or events leading up to and/or negotiating this Agreement. All unit members who participated in the strike shall lose compensation for such participation and such loss of compensation does not constitute a reprisal. Further, the District may take disciplinary action against any unit member convicted of any unlawful acts related to the strike.
- 8) Both parties shall withdraw with prejudice any and all unfair labor practice ("ULP") charges related to the recent impasse and strike and the parties hereby agree that any and all legal issues including any ULP issues related to the impasse and strike are hereby settled in full.

FOR CUEA 11:12pm 4/26/10  
*Sally White*

FOR CUSD  
at 11:15 PM  
4/26/10

*J M PATRIC*

4/26/10  
10:20pm

# Proposed Restoration Language

4/26/2010 6:45 PM

1. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 60% of these new revenues will be applied toward restitution of salary cuts for CUEA included in Board of Trustees Resolution No. 0910-60. **FOR THE PURPOSES OF THIS CALCULATION ADA INCREASES WILL BE REDUCED BY 50%**  
Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CUEA would receive restoration equal to 60% of this amount. Priority would be given to the restoration of the two day reduction in the student instructional year, meaning the student days would be restored before any monies were applied to the salary schedule.

2. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

3. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students. **THE CALCULATION SHALL INCLUDE ANY INCREASED ADA**

4. This language will remain in effect until the funded base revenue limit per ADA increases to \$5,484. At that time the salary schedule and work year will be restored if not sooner.

5. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

OVER  
09-10  
P2 ADA  
NOT  
PREVIOUSLY  
PAID  
TO  
CUEA  
AS A  
RESULT  
OF THIS  
RESTORATION  
FORMULA.

## Example

ADA Increase @ 50%

$$\text{\$ } 5,083.60 \times 100 = \text{\$ } 508,360$$

$$508,360 \times 0.5 = \text{\$ } 254,180 \times 0.6$$

FOR CUEA 11:12 pm. 4/26/10

Sally White

FOR CUSD  
at 11:15 PM  
4/26/10  
John RASCH

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
Name of Bargaining Unit: Capistrano Unified Education Association  
Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
(date) (date)

The Governing Board will act upon this agreement on: May 11, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2009-10	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2009-10	Year 2 Increase/(Decrease) FY 2010-11	Year 3 Increase/(Decrease) FY 2011-12
1 <b>Salary Schedule</b> (3.7%) Effective 7/01/10	\$ 182,008,340		\$ (6,681,833)	\$ (6,782,061)
2 <b>Step and Column - Increase</b> (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ (1,336,203)	\$ -
3 <b>Other Compensation - Furlough days</b> 4 days in 2009-10, 5 in 2010-11 and 5 in 2011- 12	\$	\$ (3,680,000)	\$ (4,669,492)	\$ (4,739,534)
<b>Description of other compensation</b> Salary Schedule Compression and Increase to the Cocurricular Base				
4 <b>Statutory Benefits - STRS, PERS, FICA,</b> WC, UI, Medicare etc.	\$ 20,949,160	\$ (424,000)	\$ (1,460,334)	\$ (1,326,135)
5 <b>Health/Welfare Plans</b>	\$ 25,685,413		\$ (1,462,000)	\$ (4,597,180)
6 <b>Total Compensation - Increase</b> (Decrease) (Total Lines 1-5)	\$ 228,642,913	\$ (4,104,000)	\$ (15,609,862)	\$ (17,444,910)
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)		-2.02%	-7.58%	-8.34%
	2,227.90			
8 <b>Total Compensation Average Cost per</b> <b>Employee</b>	\$ 102,627	\$ (1,842)	\$ (7,007)	\$ (7,830)
		-1.79%	-6.83%	-7.63%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 3.7 percent starting 7/1/10. Additionally there are 4 furlough days in 2009/10 and 5 each in 2010/11 and 2011/12*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*Step and Column movements will be frozen starting 7/1/10 until 2/1/11 at which time eligible employees will advance on the salary schedule and will receive approximately one half of the salary increase associated with that movement during 2010/11*

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

- D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

*Restoration language is included in the proposed agreement. Two re-openers in 2011-2012 for each party.*

- E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$34 million in 10-11 before this settlement. This deficit will be significantly reduced but other cuts will need to be made.*

- F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

- G. Source of Funding for Propose Agreement**

1. Current Year

*N/A*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*N/A*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*N/A Since the settlement is a decrease there are no increased obligations.*



## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund

Enter Bargaining Unit:

CUEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (2nd Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ -	\$ -	\$ 248,866,460
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ -	\$ -	\$ 98,596,310
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ -	\$ -	\$ 347,462,770
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 197,741,508	\$ (3,680,000)	\$ -	\$ 194,061,508
Classified Salaries (2000-2999)	\$ 56,932,973	\$ -	\$ -	\$ 56,932,973
Employee Benefits (3000-3999)	\$ 72,694,230	\$ (424,000)	\$ -	\$ 72,270,230
Books and Supplies (4000-4999)	\$ 11,729,193	\$ -	\$ -	\$ 11,729,193
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ -	\$ -	\$ 28,311,425
Capital Outlay (6000-6599)	\$ 72,256	\$ -	\$ -	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ -	\$ -	\$ 10,419,996
Direct Support/Indirect Cost (7300-7399)	\$ (670,236)	\$ -	\$ -	\$ (670,236)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 377,231,345	\$ (4,104,000)	\$ -	\$ 373,127,345
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (29,768,575)	\$ 4,104,000	\$ -	\$ (25,664,575)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ -	\$ -	\$ 6,592,298
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (23,176,277)	\$ 4,104,000	\$ -	\$ (19,072,277)
<b>BEGINNING BALANCE</b>	\$ 35,911,399			\$ 35,911,399
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 12,735,122	\$ 4,104,000	\$ -	\$ 16,839,122
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ -	\$ -	\$ 1,455,000
Reserved for Economic Uncertainties (9770)	\$ 7,806,785	\$ -	\$ -	\$ 7,806,785
Designated Amounts (9775-9780)	\$ 3,473,337	\$ 4,104,000	\$ -	\$ 7,577,337
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	2.07%			2.09%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

CUEA

	2009-10	2010-11	2011-12
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ 251,069,889	\$ 255,783,762
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ 96,202,432	\$ 95,821,711
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ 347,272,321	\$ 351,605,473
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 194,061,508	\$ 188,650,582	\$ 192,506,391
Classified Salaries (2000-2999)	\$ 56,932,973	\$ 58,449,281	\$ 59,562,045
Employee Benefits (3000-3999)	\$ 72,270,230	\$ 74,421,126	\$ 76,071,743
Books and Supplies (4000-4999)	\$ 11,729,193	\$ 12,846,897	\$ 10,998,011
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ 27,753,779	\$ 28,455,965
Capital Outlay (6000-6999)	\$ 72,256	\$ 272,256	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ 9,775,338	\$ 9,692,200
Direct Support/Indirect Cost (7300-7399)	\$ (670,236)	\$ (670,236)	\$ (670,236)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (25,664,575)	\$ (24,226,702)	\$ (25,082,902)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (19,072,277)	\$ (21,468,405)	\$ (22,324,605)
<b>BEGINNING BALANCE</b>	\$ 35,911,399	\$ 16,839,122	\$ (4,629,283)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 16,839,122	\$ (4,629,283)	\$ (26,953,888)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ 1,322,491	\$ 1,256,399
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 7,577,336	\$ 829,656	\$ 829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2009-10	2010-11	2011-12
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,462,547	\$ 7,429,980	\$ 7,533,768

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
h.	Reserve for Economic Uncertainties Percentage	2.09%	-1.83%	-7.71%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2009-10	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2010-11	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2011-12	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

CUSD still needs to settle with two other bargaining units (CSEA and Teamsters) plus management employees (CUMA). Additionally, CUSD is in the process of identifying other budget cuts that can be made. The Board of Trustees first reviewed this list of proposed cuts on April 13 and took action on them at the May 11th board meeting. Based on current projections an additional \$8.5 million will need to be cut in 10-11 and \$17. million in 11-12.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (4,104,000)
Ending Balance Increase (Increase)		\$ 4,104,000
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ronald N. Lebs**  
**Contact Person**

\_\_\_\_\_  
**(949) 234 9214**  
**Phone**



**SPECIAL MEETING**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

May 19, 2010

5:30 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Consideration and adoption of the agenda.

**ROLL CALL:**

**Present**

**Absent**

Anna Bryson, President

\_\_\_\_\_

\_\_\_\_\_

Ken Lopez-Maddox, Vice President

\_\_\_\_\_

\_\_\_\_\_

Jack Brick, Clerk

\_\_\_\_\_

\_\_\_\_\_

Ellen M. Addonizio, Member

\_\_\_\_\_

\_\_\_\_\_

Larry Christensen, Member

\_\_\_\_\_

\_\_\_\_\_

Sue Palazzo, Member

\_\_\_\_\_

\_\_\_\_\_

Mike Winsten, Member

\_\_\_\_\_

\_\_\_\_\_

**OPEN SESSION**

**5:30 p.m.**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**

**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings  
will be audio recorded.**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

### III. DISCUSSION/ACTION

1. **CUSD/CUEA SETTLEMENT AGREEMENT:** Consideration and approval, recommendation of settlement agreement July 1, 2009 - June 30, 2012. (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 1

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

2. **EMPLOYMENT CONTRACT:** Consideration and approval, Executive Director II, Secondary Schools, Adult & Alternative Education. (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 14

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

### IV. BOARD/SUPERINTENDENT ANNOUNCEMENTS

### V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, JUNE 15, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
MAY 19, 2010 – 6:00 P.M.  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Winsten, and Student Advisor Saam Alikhani

Absent: Trustees Lopez-Maddox and Palazzo

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 5-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

### GENERAL FUNCTIONS

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried by a 5-0 vote to approve the three year (2009-10 through 2011-12) contract settlement with CUEA as proposed, and certify that the public disclosure of the proposed agreement with CUEA has been completed in accordance with Government Code Section 3457.5 and the changes incorporated by AB2756. **CUSD/CUEA Settlement Agreement Agenda Item 1**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried by a 5-0 vote to approve the continued employment contract of Ms. Gail Richards as Executive Director, Secondary Schools, Adult and Alternative Education. **Employment Contract Agenda Item 2**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

Trustee Lopez-Maddox arrived at 5:32 p.m.

The meeting was adjourned at 5:33 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 28, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: CUSD/CSEA – 2010-12 SETTLEMENT AGREEMENT

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**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the California School Employees Association Chapter 224 (CSEA) expired on June 30, 2010.

The two parties commenced negotiations on June 24, 2009. After negotiating throughout the 2009-10 school year, both parties declared impasse a year later in June 2010. The District and CSEA negotiating teams worked with a state-appointed mediator on August 18, August 26, and September 1. On September 1, 2010, both parties reached a Tentative Agreement (Exhibit A) on economic and language provisions for the 2010-2011 and 2011-2012 school years. The Tentative Agreement (TA) was ratified by CSEA members on September 15, 2010.

AB 1200, enacted in 1991, incorporated into Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including, but not limited to, the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to present the Tentative Agreement between the District and the CSEA membership (Exhibit A) to the Board of Trustees for approval. In addition to the Tentative Agreement, the Public Disclosure of AB 1200 Collective Bargaining Agreement is attached (Exhibit B).

### **FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this two-year agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$11,297,365. This savings will be realized over fiscal years 2010/11 through 2011/12 as follows:

2010/11	\$ 5,334.301
<u>2011/12</u>	<u>\$ 5,963,064</u>
<b>TOTAL</b>	<b>\$11,297,365</b>

### **STAFF RECOMMENDATION**

It is requested the Board of Trustees approve the two-year (2010/11 through 2011/12) contract settlement with CSEA as proposed (Exhibit A).

It is further recommended the Board of Trustees certify the public disclosure of the proposed agreement with CSEA has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756 (Exhibit B).

DISCUSSION/  
ACTION

**Terms of Tentative Agreement Reached Between the  
Capistrano Unified School District and  
California School Employees Association Chapter 224**

1. The following terms constitute the tentative agreement reached between the parties at 8:00 p.m. on September 1, 2010.
2. Term of the Agreement: This agreement shall be in full force and effect from July 1, 2010 to June 30, 2012. For fiscal 2011/2012 each party shall have the right to reopen two articles.
3. Except as modified herein, the agreement embodies all terms and conditions of the agreement between the Capistrano Unified School District and CSEA Chapter 224 that expired on June 30, 2010.
4. Tentative Agreements: In addition to the agreements set forth in this document, the parties incorporate by reference all other tentative agreements reached by the parties during these negotiations. Said other tentative agreements are attached to this document as Exhibit 1.
5. Work Year Modifications: Work year modifications as agreed to by the parties are attached to this document as Exhibit 2. For fiscal 2010/2011 the work modifications that commence this year are those that modify the employee work calendar to 192 work days including the following classifications- Independence Facilitator-Autism, IBI Assistant/Tutor and Senior IBI Assistant/Tutor. All other work year reductions set forth in Exhibit 2 commence in fiscal 2011/2012.
6. Salary Schedule: Section 11.1 shall be modified as follows: Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% [seven-tenths of 1%] up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.
7. Furlough Days: Section 11.1.1 shall be added as follows:

For fiscal 2010/2011 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees – 5 days
  - b. Ten month Employees- 7.5 days (see MOU)
  - c. Eleven Month Employees- 8 days
  - d. Twelve Month Employees- 9.5 days

For fiscal 2011/2012 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees- 5 furlough days
  - b. Ten Month Employees- 5.5 furlough days
  - c. Eleven Month Employees- 6 furlough days
  - d. Twelve Month Employees- 6.5 furlough days
8. Holidays as Furlough Days: For nine month employees who have a work year reduction as set forth in Exhibit 2 above, the following holidays shall serve as three of the furlough days described in section 7 above for fiscal 2010/2011- November 26, 2010; December

23, 2010 and April 8, 2011. For Fiscal 2011/2012 the following holidays shall serve as three of the furlough days for nine month employees only--November 25, 2011; December 23, 2011, and the local spring holiday, exact date to be adopted by the Board of Trustees in the 2011/2012 calendar. For all other employees set forth in section 7 above for fiscal 2010/2011 the following days shall be unpaid days- November 26, 2010; December 23, 2010 and April 8, 2011.

9. **Scheduling of Furlough Days:** The Superintendent or designee is directed to meet with the Association to identify which days will be reduced in 2010-11 and 2011-12 by October 1, 2010.

10. **Step Freeze:** Section 11.1.2 shall be added as follows: Effective September 1, 2010 to August 31, 2011 unit members who are due a step increase on their anniversary date shall not receive said step increase for a period of one calendar year. Unit members shall receive their next occurring step increase on their following anniversary date.

11. **Elimination of Articles:** Upon the ratification of the agreement, the following articles are eliminated from the terms of the agreement:

- a. Article 3.8 Year Round School
- b. Article 9.3 Sick Leave Incentive
- c. Article 10.1.1 Floating Holiday

12. **Daily Work Schedule Modifications:** the district may modify work schedules as follows:

- a. Employee schedules that are 2.4 hours per day (hpd) or less may be adjusted to 2 hpd (Keep Food Service Workers, Food Service Cashiers).
- b. Employees with schedules from 2.5 hpd to 3.4 hpd may be adjusted to 3 hpd
- c. Employees with schedules 3.5 hpd to 3.9 hpd may be adjusted to 3.5 hpd
- d. Employees with schedules 5.5 hpd to 6 hpd may be adjusted to 6 hpd
- e. Employees with schedules 7.5 hpd and 8 hpd may be adjusted to 7 hpd (Bilingual Independence Facilitator (IF), IF SpEd, Lead Food Service I and II, Literacy Intervention Specialist, Nursing Specialist, Opportunity Assistant, Speech Language Pathologist Assistants; excludes High School Campus Supervisors, Preschool Teacher and Preschool Resource Teacher)

13. **Health and Welfare Benefits:** Amend section 12.2(a) as follows:

<u>Hours Worked</u>	<u>Percent Paid By District</u>
4 to less than 6	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Amend section 12.2 as follows:

Effective January 1, 2011, the parties agree the maximum contribution rate for all HMO health insurance plans based upon 2010 Anthem Blue Cross HMO contribution rates as follows: (1) the actual cost of the insurance up to a maximum of \$4,901.90 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$10,132.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$14,412.20 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the parties agree the maximum contribution for any POS or PPO health insurance plan based upon 2010 District contribution rates for Anthem Blue Cross POS plan at each tier of coverage as follows: (1) the actual cost of the insurance up to a maximum of \$6005.30 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$12,454.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$17,730.90 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the classified bargaining unit shall be provided with selections set forth above based upon the MEBA Plan "B" options for coverage and rates.

14. Article 4 shall be amended as follows with the following language:

**4.2.2.3.1 Mediation Level**

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within, ten [10] days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service [CSMCS] to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve [12] grievances. For any grievance that occurs after the 12<sup>th</sup> grievance, the mediation step may be used by mutual agreement of the parties. During the month of June 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding, the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.

15. The parties agree to retain the Memorandum of Understanding regarding "Classification Plan."

16. Restoration Language:

A. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 17.5% of these new revenues will be applied toward restoration of furlough days.

*For purposes of this calculation, ADA increases will be reduced by 50%.*

Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CSEA would receive restoration equal to 17.5% of this amount. Priority will be given to the restoration of the reduction in the student instructional year, meaning the student days would be restored first.

B. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

C. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students.

*The calculation shall include any increased ADA over 09-10 P-2 ADA not previously paid to CSEA as a result of this restoration formula.*

D. This language will remain in effect through June 30, 2012.

E. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

**Example**

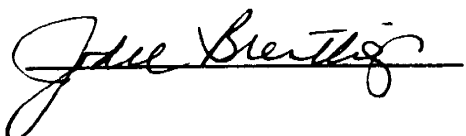
*ADA INCREASE @ 50%*

$$\$5,083.60 \times 100 = \$508,360$$

$$\$508,360 \times 0.5 = \$254,180 \times 17.5\%$$

Consistent with the intent of the HR Education Jobs and Medicaid Assistance Act of 2010 to protect and/or reinstate positions in education, the District will first consider how the funds may be used to preserve existing jobs, prevent additional layoffs, and/or reinstate positions eliminated through previous layoffs. Within ten days of official receipt of the funds, the District will meet with CSEA to discuss such positions that could be effected. In the event that the District chooses to use funds to offset compensation reductions for any employee group, the District agrees to re-open negotiations with CSEA.

For the District:



Date: 9-3-10

For CSEA Chapter 224:



Date: 9/3/10



CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED CHAPTER 224  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
  
CONTRACT LANGUAGE AGREEMENTS

New language is in **bold**.  
Deleted language is in ~~strikethrough~~.

**ARTICLE 2 – RECOGNITION**

The parties have reached tentative agreement on the following:

- 2.3 The exclusive representative shall not represent substitute employees, short term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative. ~~Effective January 1, 2003~~, Student Supervisors shall be considered short-term employees, unless they serve in another classified position.

The parties have reached tentative agreement on the following:

- 2.4.1 The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association.

The parties have reached tentative agreement on the following:

**2.4.1.1 New Classifications**

**New classifications shall be of two types:**

1. Those which result from the reclassification of an existing position and which are:
  - a. caused by a growth and/or expansion in responsibilities or from a combination of parts of former positions; or
  - b. those which are new in composition and scope of responsibilities.

## ARTICLE 3 - HOURS OF EMPLOYMENT AND OVERTIME

The parties have reached tentative agreement on the following:

- 3.4.1 Employees who work at least six hours or more per day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes.

The parties have reached tentative agreement on the following:

- ~~3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work at a six hour work schedule through mutual agreement with the District.~~

The parties have reached tentative agreement on the following:

### 3.5 Shift Differential

- ~~3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Association will mutually agree on a shift differential premium for such shift.~~

The parties have reached tentative agreement on the following:

- 3.7.1 An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. **Said adjustment shall apply to Temporary Additional Assignments [TAA]. [Consistent application of Education Code Section 45137]**

The parties have reached tentative agreement on the following:

### ~~3.8 Year Round School~~

- ~~3.8.1 Unit members who work year round schedules shall be recognized as classified employees for twelve (12) months per year (consistent with Ed Code Section 45102).~~
- ~~3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.~~

The parties have reached tentative agreement on the following:

### 3.10 Compensatory Time

- 3.10.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District, in accordance with section 3.2.7 of this article, and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

- 3.10.1.1** At the time the employee is offered an overtime assignment, the supervisor will inform the employee if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

The parties have reached tentative agreement on the following:

- 3.10.3** Compensatory time shall be recorded on an official form. The original will be maintained by the employee's supervisor and a copy will be provided to the employee. A new copy will be provided after any change, either through additional hours added or in a reduction of hours through payment.

The parties have reached tentative agreement on the following:

- 3.10.4** Upon separation from the District, for any reason, any accrued compensatory time will be paid in accordance with this Article at the earliest convenience of the District, but not to exceed 60 days from date of separation.

## ARTICLE 4 - GRIEVANCE PROCEDURE

The parties have reached tentative agreement on the following:

4.2.2.1 Level One - Within 30 days after the occurrence or the act of omission giving rise to the grievance, the grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

~~A An informal~~ conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within ~~five~~ **ten** days after receiving the grievance or within ~~five~~ **ten** days after the informal conference. If the immediate supervisor does not respond with the time limits, the grievant may appeal to the next level.

4.2.2.2 Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision in writing to the ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. ~~This statement~~ **The appeal** shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

~~An informal~~ **A** conference shall be held within **10 days of the receipt of the appeal** ~~the stated time limits at the written request of either the grievant or the Deputy Superintendent, Personnel Services or designee.~~

The ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee shall communicate his/her decision to the grievant in writing within ten (10) days after ~~receiving~~ **the appeal meeting**. If the ~~Deputy Superintendent, Personnel Services~~ **department head** or designee does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.3 Level Three - In the event the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision in writing to the Assistant Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the

**grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal. The Assistant Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the Level Three meeting.**

The parties have reached tentative agreement on the following:

- 4.3.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible CSEA designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.**

The parties have reached tentative agreement on the following:

- 4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.**

## **ARTICLE 5 - SAFETY**

The parties have reached tentative agreement on the following:

- 5.6 Safety equipment currently required by ~~and paid for by~~ the District shall ~~continue to be paid~~ provided by the District. ~~for by the District as such equipment is required.~~

## **ARTICLE 6 - EVALUATION PROCEDURE**

The parties have reached tentative agreement on the following:

- 6.3 If deemed necessary by ~~the Superintendent or~~ the employee's immediate supervisor, the employee shall be evaluated at more frequent intervals.

The parties have reached tentative agreement on the following:

- 6.6 All copies are to be signed by the employee and the evaluator ~~supervisor. The fact that the employee signs, does not necessarily mean that he/she agrees with the evaluation.~~ The employee shall sign the appraisal with the understanding that the employee's signature does not mean the employee is in agreement with the evaluation, only that the evaluation has been discussed with the employee.

The parties have reached tentative agreement on the following:

- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. **Failure by the employee to show satisfactory improvement may be deemed just cause for ~~dismissal~~ discipline pursuant to Article 17.**

The parties have reached tentative agreement on the following:

- 6.7.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. ~~No attempt is to be made to average out past and present performance.~~

The parties have reached tentative agreement on the following:

- 6.7.2 Any ratings that translate to "Needs Improvement," or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Prior documentation and/or memos of prior discussions (within the evaluation period) regarding performance or behavior shall have been provided to the employee.

## ARTICLE 7 - TRANSFERS AND ASSIGNMENT

The parties have reached tentative agreement on the following:

- 7.1.2 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.

The parties have reached tentative agreement on the following:

- 7.2.1 Positions will be posted as needed, and will be open to internal and external candidates in accordance with the provisions of this Article.

The parties have reached tentative agreement on the following:

- ~~7.2.2 All qualified applicants will be placed in a pool for subsequent referral to sites or selection interviews.~~

The parties have reached tentative agreement on the following:

- ~~7.2.4 Applicants in the pool will be considered for four months or until the pool is exhausted, whichever occurs first.~~

The parties have reached tentative agreement on the following:

### Lateral Transfers

- ~~7.2.5 Internal postings will continue for lateral transfers only. Such postings shall occur upon receipt of an approved Employee Requisition for a period of five (5) calendar days and will include the location of the vacancy.~~

- ~~7.2.6 Candidates from the applicant pool will be referred after lateral transfers have been considered.~~

The parties have reached tentative agreement on the following:

- 7.3.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by **completing and submitting an on line application transfer request form on line** to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

The parties have reached tentative agreement on the following:

- 7.9.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least ~~seven~~ **ten** working days prior to the effective date. Notification may be less than ~~seven~~ **ten** days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.



Employees shall also receive notification of their right to a conference pursuant to ~~Article 7.8.4~~ **Article 7.9.4**.

The parties have reached tentative agreement on the following:

- 7.9.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. **If requested, The** unit members shall have the right to an Association representative at the meeting and be notified of the reasons for the transfer. ~~if they request them.~~

The parties have reached tentative agreement on the following:

- 7.9.5 Upon written request to Personnel Services, employees may also request a conference **with ~~Deputy~~ Assistant Superintendent ~~Personal~~ Personnel Services or designee** regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

## ARTICLE 8 - LEAVES

The parties have reached tentative agreement on the following:

- 8.3.2 An employee in the bargaining unit ~~whose regular assigned shift commences after 3:00 p.m. and~~ who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.

The parties have reached tentative agreement on the following:

- ~~8.5.9.1.1 Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, whether or not a substitute employee is employed.~~

The parties have reached tentative agreement on the following:

### **8.7.1.8- School Activity Leave as set forth in section 8.12 of this Article**

The parties have reached tentative agreement on the following:

#### **8.12 School Activity Leave**

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time, **personal necessity** or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

## ARTICLE 9 - VACATIONS

The parties have reached tentative agreement on the following:

### ~~9.3~~ Sick Leave Incentive

~~9.3.1 An employee will be eligible for an additional one day of vacation for each three month period that sick leave benefits have not been used. To be eligible for this program, the employee must have a minimum balance of five earned sick days. Such sick leave must be accrued while the unit member is employed in CUSD.~~

## ARTICLE 10 - HOLIDAYS

The parties have reached tentative agreement on the following:

~~10.1.1 The Floating Holiday must be used within each fiscal year and may not be accrued. Effective July 1, 2007 employees must have attained permanent status to be eligible to use their Floating Holiday.~~

## ARTICLE 11 - WAGES

The parties have tentative agreement on the following:

- Effective July 1, 2010 through June 30, 2011, unit members shall not advance on the salary schedule.

The District have tentative agreement the following:

### 11.4 Longevity

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who completes one (1) year on Step 6 and are commencing their tenth (10) year of consecutive, regular service with CUSD is are eligible for Step 10 which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their 15th year of consecutive service are eligible for Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Employees who are beginning their 20th year of consecutive service are eligible for Step 20, which shall be 2.5% higher than Step 15.

## **ARTICLE 16 - LAYOFF AND REEMPLOYMENT**

### **16.1 Definitions**

- 16.1.1 **“Layoff” as used in this section, means any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee is currently serving.**
- 16.1.2 **“Classification” as used in this section, means that each “position” in the classified service shall have a designated title, a specific statement of the duties required to be performed by the employees in such a position, and a regular monthly salary range. Each “classification” within the District will have any number of individual “positions” with a specific number of hours per day, hours per week, and months per year.**
- 16.1.3 **“Bumping” or “displacement” as used in this section, is defined as the right of an employee in a classification identified by the Board for layoff to displace employees in accordance with the provisions of 16.4.2, or in other classifications which the employee has held.**
- 16.1.4 **“Lower Classification” as used in this section, is defined as a classification currently placed at a lower range on the salary schedule than that of the affected employee.**
- 16.1.5 **“Higher Classification” as used in this section, is defined as a classification currently placed at a higher range on the salary schedule than that of the affected employee.**
- 16.1.6 **“Length of Service” as used in this section, is defined as date of hire in a classification.**
- 16.1.7 **“Seniority” as used in this section, is defined as length of service within a classification, plus higher classification.**
- 16.1.8 **No permanent or probationary classified employee shall be laid off or voluntarily reduced from any position while employees serving under short-term or substitute status are retained in positions of the same classification.**
- 16.1.9 **A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this Article.**

### **16.2 Reasons for Layoff**

- 16.2.1 **Reason(s) for layoff shall be for lack of funds and/or lack of work.**
- 16.2.2 **Layoff results in the elimination of a position or reduction in assigned time.**
- 16.2.3 **Layoffs occur as follows:**
  - 16.2.3.1 **When as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employee laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and rehire rights. However, if the termination date of any specially funded program is other**

than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

16.2.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Section 16.2.3

16.3 **Computation of Seniority**

16.3.1 Length of service in a classification shall be the only criterion used to determine seniority.

16.3.2 In the event two or more employees in the same classification hold the same seniority date, seniority order shall be determined by lot. Drawings by lot will be observed by a CSEA representative. The lot procedure will be by mutual consent of the District and CSEA.

16.3.3 Employees must have held a position in a classification to accrue seniority.

16.3.4 If an employee is assigned to a position in a lower classification seniority accumulation for the higher class discontinues.

16.3.5 When reclassification results in the upgrade of the classification seniority date shall be the effective date of reclassification unless the District and CSEA agree otherwise writing.

16.4 **Order of Layoff, Notification, Employee Rights**

16.4.1 The specific positions to be eliminated or reduced shall be determined by the Board.

16.4.2 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

16.4.3 Senior employees shall bump the least senior employees in their own classification as follows: Employees shall bump the least senior employee in the classification that has at least the same number of hours per day and months per year. In the event a bump of equal number of hours per day and months per year is not available, the employee shall bump the least senior employee in the classification that is the closest to the daily hours per day and months per year. The same standard shall hold for employees bumping into a lower classification for which they have bumping rights.

16.4.4 If a vacancy exists within the same classification, the employee affected by layoff shall be offered vacant positions based on seniority, and if possible without increasing the assigned time.

- 16.4.5 If no vacancy exists within the same classification, the employee affected by layoff from his/her present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.
- 16.4.6 Employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.
- 16.5 Rehire
- 16.5.1 The names of employees who are laid off, displaced or have hours reduced in lieu of layoff shall be placed on the rehire list for the classification from which they were laid off.
- 16.5.2 The rehire list for a classification shall be used before any other means of filling vacancies for that classification except for senior classified employees with superior statutory rights also facing layoffs. Offers to rehire shall be made first to the employee with the greatest seniority and shall be in reverse order of layoff.
- 16.5.3 Employees who are laid off are eligible for rehire for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 16.5.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for rehire for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 16.5.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former classifications or to positions with increased assignment time as vacancies become available.
- 16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within 10 calendar days or accepts a position and fails to report for work within two calendar weeks from the date of acceptance shall be removed from the rehire list and shall forfeit all rights to which he/she would otherwise be entitled.
- 16.6 Retirement in Lieu of Layoff
- 16.6.1 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employee's Retirement System (PERS) shall be placed on an appropriate rehire list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to layoff. If the employee is subsequently subject to rehire and accepts, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed the employee's request for reinstatement from retirement

***The district shall not subcontract the work of laid off employees and shall honor all such prohibitions on subcontracting as set for in Education Code section 45103.1.***

***Employees subject to layoff shall be appointed to any vacancies for which they are deemed qualified by the District. Qualifications for a position may be determined through an interview and selection process. When multiple affected employees are deemed equally qualified for a position, each shall be entitled to participate in the interview and selection process.***

***Nothing in this article, including the definition of "layoff," shall be deemed a waiver of the right of CSEA to negotiate the impacts and effects of a decision to layoff or the decision and impacts and effects of reductions in assigned time.***

***Bumping into a classification with fewer assigned hours, including within a classification, shall not be considered a reduction in assigned time.***



**9 ½ MONTH EMPLOYEES:**

Behavior Intervention Assistant	Senior IBI Assistant/Tutor
Bilingual Clerk	Speech and Language Pathologist Asst (SLPA)
Bilingual Community Services Liaison	Storekeeper/Deliver Driver (Food Services)
Bilingual Independence Facilitator	
Bilingual Inst Asst	
Bilingual Inst Asst-Preschool	
Bilingual Inst Asst-Special Education	
Bilingual Instructional Assistant - Community Education ESL	
Caregiver-Special Education	
Certified Occupational Therapist Asst (COTA)	
Elementary Library Media Technician	
Elementary School Clerk	
Food Service Elementary Cashier	
Food Service Worker	
Health Assistant	
High School Campus Supervisor	
IBI Assistant/Tutor	
Independence Facilitator-Autism	
Independence Facilitator-SpEd	
Infant/Toddler Child Care Provider	
Inst Asst-Community Ed ESL	
Inst Asst-Community Education	
Inst Asst-Computer Lab	
Inst Asst-Culinary Arts	
Inst Asst-ELD	
Inst Asst-Preschool	
Inst Asst-Science	
Inst Asst-SH Swimming	
Inst Asst-Sp Ed Preschool	
Inst Asst-Special Education	
Inst Music Assistant	
Instructional Assistant	
Intermediate Office Assistant (Elem Svcs)	
Interpreter for the Hearing Impaired	
Lead Food Service Worker I	
Lead Food Service Worker II	
Licensed Vocational Nurse	
Literacy Intervention Assistant	
Middle School Campus Supervisor	
Noon Aide	
Nursing Specialist	
Opportunity Assistant	
Preschool Resource Teacher	
Preschool Teacher	
School Clerk I	
School Secretary I (K-8)	
	Sub-Total 180
	Vacation 12
	Total 192

**10 MONTH EMPLOYEES:**

High School Attendance Clerk
School Clerk I (Middle/High School)
School Clerk II
School Secretary I (K-8)
School Secretary I (Middle/High School)
School Secretary I (Comm Ed)
School Secretary II (Middle/High School)

Sub-Total	187
Vacation	13
Total	200

**10 ½ MONTH EMPLOYEES:**

Bilingual Elementary School Clerk
Bilingual Elementary School Office Manager
Elementary School Clerk
Elementary School Office Manager
High School Library Media Clerk
High School Library Media Technician
Middle School Library Media Technician

Sub-Total	203
Vacation	13
Total	216

**10 ¼ MONTH EMPLOYEES:**

Academic Advisor
Account Clerk III (Food Services)
Accounting Technician I (Preschool)
Activities Account Clerk
Alternative Education Office Manager
Bilingual Staff Secretary (LAC)
Braille Transcriber
Buyer (Food Services)
Community Education Office Manager
Head Academic Advisor
High School Office Manager
Intermediate Office Assistant (Elem Svcs/Music)
Job Technician I (SCHS)
Licensed Vocational Nurse
Middle School Office Manager
Nursing Specialist
Occupational Therapist
Research & Assessment Technician
Registrar
School Clerk I (Comm Ed)
School Secretary I (Alternative Schools)
School Secretary II
School Receptionist
Theater Manager

Sub-Total	208
Vacation	13
Total	221

## 12 MONTH EMPLOYEES:

Account Clerk I
Account Clerk II
Account Clerk III
Accounting Tech I
Accounting Tech II
Assistant Buyer
Attendance/Accounting Tech
Benefits Technician
Bilingual Clerk
Bilingual Intermediate Office Assistant
Bindery Worker
Blngl Inst Asst-Preschool (Full Day State Program)
Buyer (Purchasing)
Buyer/Planner
Custodian I
Custodian II
Custodian III
Custodian IV
District Receptionist
District Registrar
Early Intervention Transition Spec
Electronic Specialist
Enrollment Technician
Grounds Equipment Operator
Groundskeeper
Heat & A/C Conditioning Asst
Heating A/C & Refrigeration Tech
Heavy Equipment Operator
Info Systems Specialist I
Info Systems Specialist II
Info Systems Specialist III
Inst Asst-Preschool (Full Day State Program)
Instructional Materials Specialist
Intermediate Office Assistant
Inventory/Parts Specialist
Irrigation Specialist
Job Technician I (Career Preparation)
Job Technician II
Lead Accounting Tech
Lead Intermediate Office Assistant
Lead Programmer/Analyst
Lead Warehouse Worker (Food Svcs)
Maintenance Carpenter

Maintenance Electrician
Maintenance Locksmith
Maintenance Painter
Maintenance Planner
Maintenance Plumber
Maintenance Operations Storekeeper
Maintenance Welder
Payroll Specialist
Personnel Assistant
Pesticide Applicator Technician
Physical Therapist
Pool Maintenance Technician
Preschool Teacher (Full Day State Program)
Reprographics Technician
Research/Evaluation Analyst
Risk Management Lead
School Clerk I (Comm Ed)
Senior Staff Secretary
Special Education Legal Specialist
Staff Secretary
Storekeeper/Delivery Driver
Technology Support Spec I
Technology Support Spec II
Technology Support Spec III
Technology Support Spec IV
Training/User Support Spec
User Support Specialist
Web Master

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
Name of Bargaining Unit: CSEA  
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2012  
(date) (date)  
The Governing Board will act upon this agreement on: September 28, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2010-11	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1 Salary Schedule (0.7%) Effective 7/01/10	\$ 56,071,400	\$ (320,460)	\$ -	\$ -
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ (921,039)	\$ (921,039)	\$ (939,460)
3 Other Compensation - Furlough days	\$	\$ (1,945,063)	\$ (1,217,611)	\$ -
Description of other compensation Assignment adjustments		\$ (700,523)	\$ (1,242,464)	\$ (813,476)
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.		\$ (873,816)	\$ (760,074)	\$ (394,059)
5 Health/Welfare Plans		\$ (573,400)	\$ (1,821,876)	\$ (3,177,500)
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 56,071,400	\$ (5,334,301)	\$ (5,963,064)	\$ (5,324,495)
7 Total Number of Represented Employees (Use FTEs if appropriate)	1,432.00	-9.51%	-10.63%	-9.31%
8 Total Compensation Average Cost per Employee	\$ 39,156	\$ (3,725)	\$ (4,164)	\$ (3,718)
		-9.51%	-10.63%	-9.50%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 0.7 percent from 7/1/10 to 6/30/11. Additionally there are between 5 and 12.5 furlough days or unpaid holidays in 10-11 and 5 and 6.5 furlough days in 2011-12 depending on the employee's work calendar.*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*A freeze in step movement will be implemented for one full year effective September 1, 2010 until August 31, 2011*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 1.53% in 2010-11 result from work calendar adjustments and work hour adjustments that will be partially implemented in 2010-11 and fully implemented in 2011-12*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language including limited mediation for grievances and restoration language*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*



**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

*1. Limited reopeners in 2011-12*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projected a deficit of \$5.5 million in 10-11 before this settlement. This deficit will now be eliminated once other budget adjustments are made at first interim.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Proposed Agreement**

1. Current Year

*N/A Since the settlement is a decrease there are no increased obligations.*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*N/A*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA				
Enter Bargaining Unit:				
	Column 1 Latest Board- Approved Budget Before Settlement (Revised Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ -	\$ -	\$ 249,817,746
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ -	\$ -	\$ 97,159,478
<b>TOTAL REVENUES</b>	\$ 346,977,224	\$ -	\$ -	\$ 346,977,224
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ -	\$ -	\$ 185,962,543
Classified Salaries (2000-2999)	\$ 56,645,677	\$ (3,887,084)	\$ -	\$ 52,758,593
Employee Benefits (3000-3999)	\$ 72,943,233	\$ (1,447,217)	\$ -	\$ 71,496,016
Books and Supplies (4000-4999)	\$ 17,797,629	\$ -	\$ -	\$ 17,797,629
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ -	\$ -	\$ 26,021,750
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ -	\$ -	\$ 9,842,273
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 368,687,940	\$ (5,334,301)	\$ -	\$ 363,353,639
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,710,716)	\$ 5,334,301	\$ -	\$ (16,376,415)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,952,419)	\$ 5,334,301	\$ -	\$ (13,618,118)
<b>BEGINNING BALANCE</b>	\$ 25,676,334			\$ 25,676,334
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,723,915	\$ 5,334,301	\$ -	\$ 12,058,216
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 1,841,121	\$ 5,334,301	\$ -	\$ 7,175,422
Designated Amounts (9775-9780)	\$ 4,557,794	\$ -	\$ -	\$ 4,557,794
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.50%			1.97%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

CSEA

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ 93,021,787	\$ 83,745,098
<b>TOTAL REVENUES</b>	\$ 346,977,224	\$ 348,299,623	\$ 345,417,338
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ 189,680,910	\$ 191,317,668
Classified Salaries (2000-2999)	\$ 52,758,593	\$ 55,408,875	\$ 57,926,630
Employee Benefits (3000-3999)	\$ 71,496,016	\$ 71,810,612	\$ 71,945,959
Books and Supplies (4000-4999)	\$ 17,797,629	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ 9,651,953	\$ 9,834,412
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (16,376,415)	\$ (13,660,744)	\$ (21,052,222)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ 2,639,278	\$ 2,486,268
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (13,618,118)	\$ (11,021,466)	\$ (18,565,954)
<b>BEGINNING BALANCE</b>	\$ 25,676,334	\$ 12,058,216	\$ 1,036,750
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 12,058,216	\$ 1,036,750	\$ (17,529,204)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 4,557,794	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,267,073	\$ 7,239,207	\$ 7,329,391

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
h.	Reserve for Economic Uncertainties Percentage	1.97%	-0.86%	-5.92%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2011-12	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2012-13	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

For 10-11 budget revisions will be made at first interim which will bring CUSD up to a 2% reserve level. For 11-12 and beyond necessary reductions will be made.

# **L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (5,334,301)
Ending Balance Increase (Increase)		\$ 5,334,301
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
**District Superintendent**  
 (Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Chief Business Officer**  
 (Signature)

\_\_\_\_\_  
**Date**

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Ronald N. Lebs  
**Contact Person**

\_\_\_\_\_  
(949) 234 9214  
**Phone**

## **SPECIAL MEETING**

### **CAPISTRANO UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

September 28, 2010

6:00 p.m.

#### **I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

#### **ROLL CALL:**

#### **Present**

#### **Absent**

Anna Bryson, President  
Ken Lopez-Maddox, Vice President  
Jack Brick, Clerk  
Ellen M. Addonizio, Member  
Larry Christensen, Member  
Sue Palazzo, Member  
Mike Winsten, Member  
Larson Ishii

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **CLOSED SESSION COMMENTS**

#### **CLOSED SESSION**

5:30 p.m.

#### **REPORT ON CLOSED SESSION ACTION**

#### **BOARD AND SUPERINTENDENT COMMENTS**

#### **PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

#### **RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio 63

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### **GENERAL FUNCTIONS**

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the September 14, 2010, Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1

#### **BUSINESS & SUPPORT SERVICES**

2. AWARD REQUEST FOR QUALIFICATIONS AND PROPOSALS: Approval, Award of Request for Qualification/Proposals No. 2-1011, Construction Manager/District's Representative - Edenco, Inc.  
(Supporting Information)  
*Contact: Joe Farley, Superintendent* 9
3. SAN DIEGO GAS & ELECTRIC AGREEMENT (LA PATA STREET LIGHTING): Approval, Execution of Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities - San Diego Gas & Electric (La Pata Street Lighting).  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 13
4. SAN JUAN HILLS HIGH SCHOOL BID REJECTION: Approval, rejection of Bid No. 0910-13, San Juan Hills High School 30-meter Pool/Support Building.  
(Supporting Information: This information describes the reason for this action and the plans for rebidding the Pool/Support Building project)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 31

#### **PERSONNEL SERVICES**

5. INTERNSHIP CONTRACT AGREEMENT: Approval, Internship Contract Agreement with Chapman College to extend the field-based support of developing teachers.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel* 45

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Student Advisor Larson Ishii \_\_\_\_\_

Trustee Addonizio \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Christensen \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Lopez-Maddox \_\_\_\_\_

Trustee Winsten \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT  
WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE  
MOTION OR ROLL CALL VOTE.**



#### IV. DISCUSSION/ACTION

6. **CUSD/CSEA SETTLEMENT AGREEMENT:** Consideration and Approval, CUSD/CSEA 2010-2012 settlement agreement.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 53

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

#### V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, OCTOBER 12, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

#### VI. CLOSED SESSION

7. Closed Session (as authorized by law)

A. **LIABILITY CLAIM**

Claimant: Claim No. 08-63474DP  
(Pursuant to Government Code §54956.9(a))

B. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**

1) Executive Director, Facilities & Plant Operations  
(Pursuant to Government Code §54957)

C. **CONFERENCE WITH LABOR NEGOTIATORS**

Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs  
Employee Organization:  
1) Capistrano Unified Education Association (CUEA)  
(Pursuant to Government Code §54957.6)



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
SEPTEMBER 28, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding a Liability Claim; discuss Public Employee Appointment/Employment; and discuss CUEA negotiations.

The special meeting of the Board reconvened to open session and was called to order by President Bryson at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Addonizio.

Present: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

Absent: Trustees Christensen and Lopez-Maddox

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried by a 5-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session:

**Agenda Item 7A – Liability:** Claim No. 08-63474DP.

**President's Report  
From Closed  
Session Meeting**

The Board voted by a 5-0 vote to authorize the settlement of Liability Claim #08-63474DP in the amount of \$29,500.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

NOES: None

ABSENT: Trustees Christensen and Lopez-Maddox

**Agenda Item #7B – Public Employee Appointment/Employment—Administrative Assignment:**

The Board voted by a 5-0 vote to approve the appointment of Randall Rowles, Executive Director, Facilities and Plant Operations.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

NOES: None

ABSENT: Trustees Christensen and Lopez-Maddox

**Agenda Item 7C – CUEA Negotiations:** No action was taken.

President Bryson commented that she had visited Don Juan Avila Elementary and Don Juan Avila Middle schools and that she is very impressed with their wonderful programs.

**Board and  
Superintendent  
Comments**

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

**Items Pulled from  
the Consent  
Calendar**

The following speakers addressed the Board on Consent items not pulled by Trustees:

Item #2 Award Request for Qualifications/Proposals; Item #3 SDGE Agreement; and Item #4 SJHHS Bid Rejection:

- *John Novak thanked the Board for moving quickly on the RFQ&P for the Construction Manager position and asked for clarification regarding the SDG&E Agreement, specifically the use of CFD 98-2 as the funding source. Mr. Novak also commended the Board for their diligence and courage to take on the SJHHS pool project.*

Item #2 Award Request for Qualifications/Proposals; Item #4 SJHHS Bid Rejection; and Item # 5 Internship Contract Agreement:

- *Martha McNicholas asked Trustees to look more carefully at what goes on the Consent Calendar as some items do not appear to be routine and should be put on the regular agenda for action.*

## CONSENT CALENDAR

It was moved by Trustee Palazzo, seconded by Trustee Brick, and motion carried by a 5-0 vote to approve the following Consent Calendar items:

Minutes of the September 14, 2010, Regular Board Meeting.

**Minutes  
Agenda Item 1**

Award of Request for Qualification/Proposals No. 2-1011, Construction Manager/District's Representative.

**Construction  
Manager  
Agenda Item 2**

Execution of Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities, San Diego Gas & Electric (La Pata Street Lighting).

**SDG&E  
Agreement  
Agenda Item 3**

Intern Agreement with Chapman College to extend the field-based support of developing teachers.

**Intern Agreement  
Agenda Item 4**

Rejection of Bid No. 0910-13, San Juan Hills High School 30-meter Pool/Support Building.

**San Juan Hills  
High School Bid  
Rejection  
Agenda Item 5**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten  
NOES: None  
ABSENT: Trustees Christensen and Lopez-Maddox  
ABSTAIN: None

## DISCUSSION/ACTION

President Bryson recognized Assistant Superintendent Jodee Brentlinger to present this item. Mrs. Brentlinger stated that the agreement was mutually negotiated through mediation and avoided prolonged Fact Finding. Mrs. Brentlinger highlighted several ongoing structural changes: 1) 12 articles within the contract were modified providing better clarity and direction for CSEA employees and management; 2) consolidated calendars and hours worked per day providing both clarity and flexibility for employees and the District; 3) incorporated a sliding scale for Health and Welfare Benefits contributions; and 4) salary concessions through step and column freezes, salary schedule reductions, and a proration of furlough days based upon the calendar of the employees. Mrs. Brentlinger shared that the tentative agreement was overwhelmingly approved by CSEA members on September 15.

**CUSD/CSEA  
Settlement  
Agreement  
Agenda Item 6**

The following speakers addressed the Board:

- *Colleen Lamb asked the Board to consider the concession on the settlement agreement that reduces the hours of food service workers and how this will impact food service to students.*
- *Tina LaBate and Dorothy Friedlander stated that reducing the hours IBI employees work would be a hardship for their students and asked Trustees not to approve the cut.*
- *Ronda Walen stated that this agreement is the result of more than a year of hard work on both sides of the table. Ms. Walen asked the Board to consider the sacrifice being made by CSEA members.*

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 5-0 vote to approve the two year (2010-2012) contract settlement with CSEA as proposed, and to certify that the public disclosure of the proposed agreement with CSEA has been completed in accordance with Government Code §3457.5 and the changes incorporated by AB2756. President Bryson requested a roll call vote.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten  
NOES: None  
ABSENT: Trustees Christensen and Lopez-Maddox  
ABSTAIN: None

The meeting adjourned at 6:20 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 3, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Ron Lebs, Deputy Superintendent Business & Support Services

SUBJECT: **2010/11 SALARY REDUCTIONS: CAPISTRANO UNIFIED  
MANAGEMENT ASSOCIATION**

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**BACKGROUND INFORMATION**

On June 29, 2010, the Board of Trustees and the members of the District's management team, Capistrano Unified Management Association (CUMA), reached agreement on a salary reduction/benefits cap/compensation package for fiscal year 2010/11. The terms of the compensation package herein were proposed and approved as part of the 2010/11 budget adoption to help offset the projected deficit and balance the 2010/11 fiscal year budget.

**CURRENT CONSIDERATION**

CUMA has agreed to take a compensation reduction through a combination of furlough days, salary reduction, and benefits cap as described below:

1. Furlough Days – All management and confidential (CUMA) employees will take eight mandatory furlough days with a corresponding reduction in salary.
2. Salary Reduction – For fiscal year 2010/11, the management and confidential (CUMA) salary schedules will be based on the 2008/09 salary schedules with a 3.7% reduction.
3. Benefits Cap – Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage), the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$6,005.30 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$12,454.40 per year; and (c) for employees electing Employee plus two or more coverage (family

coverage), the District will pay for the actual cost of insurance up to a maximum of \$17,730.90 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental, and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision, or dental plan and tier of coverage (i.e. employee only, employee plus one dependent, or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The six dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above.

4. Create Uniformity of Service Days – All principals will work a positive work-year calendar (no vacation accrual). Principal work years will be defined in Board Policy 4313 which will be revised to reflect this change. Seventeen elementary principals will have their salaries Y-Rated at their 2009/10 classification for 2010/11 to include the salary schedule decrease as part of their 3.7% salary rollback.
5. Affected Employees – This salary reduction and additional furlough day adjustment applies to all management and confidential employees (excluding Teaching Assistant Principals II).
6. Duration – This salary reduction and mandatory furlough days apply to the 2010/11 fiscal year; the benefit caps are ongoing.
7. Implementation of Furlough Days - Collaborating with his or her supervisor, each employee will develop a work year calendar and schedule furlough days in order to minimize the inconvenience and impact to the District.

### **FINANCIAL IMPLICATIONS**

The estimated general fund savings resulting from this salary reduction is \$1,470,000.

### **STAFF RECOMMENDATION**

It is respectfully recommended the Trustees approve the proposed CUMA salary reduction outlined herein.



**SPECIAL MEETING**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

August 3, 2010

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ROLL CALL:**

**Present**

**Absent**

Anna Bryson, President

\_\_\_\_\_

\_\_\_\_\_

Ken Lopez-Maddox, Vice President

\_\_\_\_\_

\_\_\_\_\_

Jack Brick, Clerk

\_\_\_\_\_

\_\_\_\_\_

Ellen M. Addonizio, Member

\_\_\_\_\_

\_\_\_\_\_

Larry Christensen, Member

\_\_\_\_\_

\_\_\_\_\_

Sue Palazzo, Member

\_\_\_\_\_

\_\_\_\_\_

Mike Winsten, Member

\_\_\_\_\_

\_\_\_\_\_

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

**5:30 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**BOARD AND SUPERINTENDENT COMMENTS**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**

**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.**

**EXHIBIT H**

**(1 of 3)**

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### CURRICULUM & INSTRUCTION

PAGE #

1. REVISED 2010-2011 SCHOOL CALENDAR: Approval, revisions to the 2010-2011 School Calendar.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education*  
*Michelle Benham, Executive Director, Assessment and Research* 1
- ~~2. PROPOSED 2011-2012 SCHOOL CALENDAR: Approval, adoption of the~~ 5  
~~proposed 2011-12 School Calendar. ITEM PULLED ON 8-2-10~~  
~~(Supporting Information)~~  
~~*Contact: Julie Hatchel Assistant Superintendent, Education*~~  
~~*Michelle Benham, Executive Director, Assessment and Research*~~

#### BUSINESS & SUPPORT SERVICES

3. FACILITIES AGREEMENT RENEWAL: Approval, renewal of Use of Facilities Agreement with Journey Charter School at Foxborough.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 9
4. SALARY REDUCTION: Approval, Capistrano Unified Management Association (CUMA) 2010-2011 Salary Reductions.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 19
5. QUALIFICATIONS AND PROPOSALS: Approval, advertise for Request for Qualifications and Proposals (RFQ-P) No. 2-1011, Construction Manager/Owner's Representative.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 21

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Trustee Addonizio _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen _____	Trustee Winsten _____
	Trustee Bryson _____

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.**

#### IV. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, AUGUST 10, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

#### V. CLOSED SESSION

6. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Number of cases: Three Cases

*(Pursuant to Government Code §54956.9(a))*

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00180049

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Mission Viejo, a municipal corporation v. CUSD

Case No. 3

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00207543

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Rancho Santa Margarita, a municipal corporation, v. CUSD

B. CONFERENCE WITH LABOR NEGOTIATOR

Dr. Joseph M. Farley

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

3) Teamsters

*(Pursuant to Government Code §54957.6)*

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION –

Superintendent

*(Pursuant to Government Code §54957)*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
AUGUST 3, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (three cases); confer with Labor Negotiator regarding CSEA/CUEA/Teamsters negotiations; and discuss Public Employee Performance Evaluation.

The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:04 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session:

**Agenda Item #6 A-1 – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. No action was taken. **President's Report From Closed Session Meeting**

**Agenda Item #6 A-2 & 3 - Conference with Legal Counsel – Existing Litigation:** City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. No action was taken.

**Agenda Item 6 B – Negotiations: CSEA/CUEA/Teamsters:** No action was taken.

**Agenda Item 6 C – Public Employee Performance Evaluation — Superintendent:** No action was taken.

Dr. Farley stated that he had completed his first month as Superintendent and thanked Trustees for the opportunity and for their positive comments. **Board and Superintendent Comments**

President Bryson commented that working with Dr. Farley is a revelation of talent, expertise, and knowledge, of every facet of the world of education.

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled. **Items Pulled from the Consent Calendar**

The following speaker addressed the Board on Consent Item not pulled by Trustees:

Item #5 Qualifications and Proposals

- John Novak stated he was discouraged that the San Juan Hills High School stadium and track project was not listed in the RFQ. Mr. Novak asked Trustees to keep both the pool and stadium projects on their radar.*

Trustee Addonizio clarified that the pool and track/bleachers were two separate projects and will be considered as two separate items by the Board. Trustee Winsten confirmed with Ron Lebs, Deputy Superintendent, Business and Support Services, that the pool had already gone out for bid and staff would be bringing the item to Trustees at the next Board meeting. Trustee Winsten added that the stadium project was being actively worked on.

## CONSENT CALENDAR

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the following Consent Calendar items:

Revisions to the 2010/2011 School Calendar.

**2010/2011 School  
Calendar Revisions  
Agenda Item 1**

~~Proposed 2011/2012 School Calendar.~~ This item was pulled off the agenda listing on 8/2/10 and will be brought back to a future meeting.

**2011/2012 School  
Calendar  
Agenda Item 2**

Renewal of Use of Facilities Agreement with Journey Charter School at Foxborough.

**Use of Facilities  
Agreement  
Agenda Item 3**

Capistrano Unified Management Association (CUMA) 2010-2011 Salary Reductions.

**Salary Reduction  
Agenda Item 4**

Advertise for Request for Qualifications and Proposals (RFQ-P) No. 2-1011, Construction Manager/Owner's Representative.

**Qualifications and  
Proposals  
Agenda Item 5**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

The Board recessed at 7:10 p.m. to conclude the discussion on the Superintendent's performance evaluation.

The meeting adjourned at 7:57 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 29, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Jodee Brechtlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CUSD/TEAMSTERS—RECOMMENDATION OF TENTATIVE  
AGREEMENT—JULY 1, 2009 – JUNE 30, 2012**

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**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the Teamsters Union Local 952 expired on June 30, 2008. Ten negotiation sessions were held between September 24, 2009 and June 16, 2010. The parties reached a tentative agreement on economic issues as well as language changes for the 2009-10, 2010-11, and 2011-2012 school years. The tentative agreement was ratified on June 21, 2010. A copy of the Tentative Agreement is attached as Exhibit A.

AB 1200, enacted in 1991, incorporated Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including but not limited to the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to present the tentative agreement between the District and the Teamsters, Exhibit A, to the Board of Trustees for ratification. In addition to the Tentative Agreement, the Public Disclosure of the AB 1200 Collective Bargaining Agreement is attached as Exhibit B.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$1,118.54. The savings will be realized over fiscal years 2010/11 and 2011/12.

**STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the three year (2009-10 through 2011-12) contract settlement with Teamsters as proposed, in Exhibit A.

It is further recommended that the Board of Trustees certify that the public disclosure of the proposed agreement with Teamsters has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756, Exhibit B.



**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**June 16, 2010**

- 2.2.1 Add to Representation "Lead Driver"
- 2.5 New work
- 9.2.12 Vacation Selection
- 10.6 Furlough Days
- 11.1 Wages
- 12.1 Health benefits
- 14.2.5 Side letter added to Contract
- 18.1.1 Fuel Every Other Day
- 18.1.6 Medical leave, Doctors note before bid
- 18.1.11 Bidding of open routes
- 18.4.3.1 Monthly Inservice Meetings
- 18.8.3.1 No vacations for drivers during summer school recess work
- 18.9.7 Uniform shirts-every other year
- 18.9.9 Old shirts must be returned
- 18.10.3 Dispatch O/T
- Split Shift for Non Workweek Overtime Assignments
- Delegated Behind the Wheel Trainers
- Salary Schedule Changes
- Two bid process, Pilot Program
- MOU – Last Minute Assignments with less than 30 minutes O/T

TR (M) JCS

### Length of Agreement

This concludes negotiations and closes the contract between Teamsters and Capistrano Unified School District for the 2009-2010 and 2010-2011. The duration of the agreement shall be for the 2010-2011 and 2011-2012 school years, expiring on June 30, 2012.

Each party will have the right to re-open two Articles in 2011-2012. Additional Articles may be opened by mutual agreement of both parties.

It is agreed that if the Capistrano Unified Educators Association are afforded restoration as per their collective bargaining agreement during the 2010-2011 school year, the District agrees to meet and confer with Teamsters.

TH (N) JCR

## **Article 1 - Agreement**

- 1.1 This agreement is made and entered into this **fifteen** day of **June 2010** by and between the Capistrano Unified School District, hereinafter referred to as "District", and General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2012, when it shall terminate.

## **Article 2 - Recognition**

- 2.1 The District recognizes the Union as the exclusive bargaining representative in accordance with Section 3540.1 (e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.

### **2.2 Representation**

The exclusive representative shall represent classified employees who are full-time or part-time, probationary or permanent employees, and who hold positions in the Transportation Department of the District as listed in Article 2.2.1 below.

- 2.2.1 Automotive Mechanic  
Transportation Dispatcher; 10, 11, and 12-month position  
Heavy Duty Mechanic  
School Bus Driver  
School Bus Inspector/Serviceperson  
Vehicle Maintenance Leadperson  
Vehicle Serviceperson  
Delegated Behind the Wheel Trainer  
Lead Driver

- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code, employees who are not listed in Section 2.2.1 above, and management, confidential, and supervisory employees as listed in Board Policy Number 2411 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative.

- 2.3.1 All District classifications designated Management, Supervisory, Confidential and any designated per Government Code Section 3540.1.

TA [signature] [signature]

## **TEAMSTERS**

### **LOCAL 952**

- 2.5 New work that falls within the scope of Article 2.2 shall be negotiated with the exclusive representative. New work shall include, but not limited to work/items that are currently not covered by this agreement. Should a vote be required, the vote shall be held among the appropriate seniority unit employees being assigned the negotiated work.

6-11-10

TA  

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

TEAMSTERS

Vacation

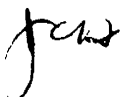
- 9.2.12 Drivers may bid for vacation periods ~~on a semi-annual basis in conjunction with the driver's annual route bid.~~ The ~~D~~district ~~is to~~ will grant vacation for up to two (2) employees each work week day. ~~To be eligible, D~~drivers must will submit a transportation absence report form (T-75) (Request for Assignment Coverage) form indicating their vacation dates ~~for the appropriate semester by the last day of August and January.~~ at the time of the bid. The ~~D~~district will schedule drivers' vacation based on seniority. Days bid will be indicated on a calendar that will be available for viewing. Vacation rRequests received after the submission dates made after the bid will be scheduled based on availability, date of submission and seniority. Requests for vacation days on days where the maximum number of employees have bid will be allowed by adding employee name to a waiting list. Subsequent openings for those days will be filled from that list. The dDistrict will post the semester an updated vacation schedule not later than the tenth (10th) day of September and February of every month during the school year. The District will post updates monthly. On a closed out date, if the day becomes available, the District will fill from the original bid list. On a pupil free day, vacation request priority will first go to drivers without schools in session.

Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect previously scheduled vacations of any other bargaining unit employee.

An employee may ~~interrupt~~ convert or extend vacation leave in order to commence qualified sick leave or other leave upon proper notification and such verification as the Employer may require and vacation days not used shall be reinstated.

~~The parties agree to form a joint labor/management committee to study options for reduction of excessive absenteeism.~~

TA 



## FURLOUGH DAYS

Beginning with the 2010-2011 school year it is agreed to implement six (6) furlough days by Teamsters bargaining unit members with a corresponding reduction in the annual base pay of unit members. The full six day reduction in the work year shall consist of a two day reduction in the student instructional year and a four day reduction in non-student work days for a total of six days.

The Superintendent or designee is directed to meet with the Association to identify which six days will be reduced in 2011-2012. Should the parties fail to reach agreement, the Board reserves the right to determine which six days will be eliminated in any particular year.

TA  J 

**TEAMSTERS LOCAL 952 SALARY SCHEDULE**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
 San Juan Capistrano, CA  
 7/1/2010 - 6/30/2011

Step 1 Hourly Rate	Range Number	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 <sup>(1)</sup>	Step 10 <sup>(4)</sup>	Step 15 <sup>(4)</sup>	Step 20 <sup>(4)</sup>
10.40	7	1,803	1,893	1,988	2,087	2,191	2,301	2,416	2,537	2,664
10.66	8	1,848	1,940	2,037	2,139	2,246	2,358	2,476	2,600	2,730
10.93	9	1,894	1,989	2,088	2,192	2,302	2,417	2,538	2,665	2,798
11.20	10	1,941	2,038	2,140	2,247	2,359	2,477	2,601	2,731	2,868
11.48	11	1,990	2,090	2,195	2,305	2,420	2,541	2,668	2,801	2,941
11.77	12	2,040	2,142	2,249	2,361	2,479	2,603	2,733	2,870	3,014
12.06	13	2,091	2,196	2,306	2,421	2,542	2,669	2,802	2,942	3,089
12.36	14	2,143	2,250	2,363	2,481	2,605	2,735	2,872	3,016	3,167
12.68	15	2,197	2,307	2,422	2,543	2,670	2,804	2,944	3,091	3,246
12.99	16	2,252	2,365	2,483	2,607	2,737	2,874	3,018	3,169	3,327
13.32	17	2,308	2,423	2,544	2,671	2,805	2,945	3,092	3,247	3,409
13.65	18	2,366	2,484	2,608	2,738	2,875	3,019	3,170	3,329	3,495
13.99	19	2,425	2,546	2,673	2,807	2,947	3,094	3,249	3,411	3,582
14.34	20	2,486	2,610	2,741	2,878	3,022	3,173	3,332	3,499	3,674
14.70	21	2,548	2,675	2,809	2,949	3,096	3,251	3,414	3,585	3,764
15.07	22	2,612	2,743	2,880	3,024	3,175	3,334	3,501	3,676	3,860
15.44	23	2,677	2,811	2,952	3,100	3,255	3,418	3,589	3,768	3,956
15.83	24	2,744	2,881	3,025	3,176	3,335	3,502	3,677	3,861	4,054
16.23	25	2,813	2,954	3,102	3,257	3,420	3,591	3,771	3,960	4,158
16.63	26	2,883	3,027	3,178	3,337	3,504	3,679	3,863	4,056	4,259
17.05	27	2,955	3,103	3,258	3,421	3,592	3,772	3,961	4,159	4,367
17.48	28	3,029	3,180	3,339	3,506	3,681	3,865	4,058	4,261	4,474
17.91	29	3,105	3,260	3,423	3,594	3,774	3,963	4,161	4,369	4,587
18.36	30	3,183	3,342	3,509	3,684	3,868	4,061	4,264	4,477	4,701
18.83	31	3,263	3,426	3,597	3,777	3,966	4,164	4,372	4,591	4,821
19.30	32	3,345	3,512	3,688	3,872	4,066	4,269	4,482	4,706	4,941
19.78	33	3,429	3,600	3,780	3,969	4,167	4,375	4,594	4,824	5,065
20.28	34	3,515	3,691	3,876	4,070	4,274	4,488	4,712	4,948	5,195
20.79	35	3,603	3,783	3,972	4,171	4,380	4,599	4,829	5,070	5,324
21.31	36	3,693	3,878	4,072	4,276	4,490	4,715	4,951	5,199	5,459
21.84	37	3,785	3,974	4,173	4,382	4,601	4,831	5,073	5,327	5,593
22.39	38	3,880	4,074	4,278	4,492	4,717	4,953	5,201	5,461	5,734
22.94	39	3,977	4,176	4,385	4,604	4,834	5,076	5,330	5,597	5,877
23.52	40	4,076	4,280	4,494	4,719	4,955	5,203	5,463	5,736	6,023
24.10	41	4,178	4,387	4,606	4,836	5,078	5,332	5,599	5,879	6,173
24.70	42	4,282	4,496	4,721	4,957	5,205	5,465	5,738	6,025	6,326
25.32	43	4,389	4,608	4,838	5,080	5,334	5,601	5,881	6,175	6,484
25.96	44	4,499	4,724	4,960	5,208	5,468	5,741	6,028	6,329	6,645
26.60	45	4,611	4,842	5,084	5,338	5,605	5,885	6,179	6,488	6,812
27.27	46	4,726	4,962	5,210	5,471	5,745	6,032	6,334	6,651	6,984
27.95	47	4,844	5,086	5,340	5,607	5,887	6,181	6,490	6,815	7,156
28.64	48	4,965	5,213	5,474	5,748	6,035	6,337	6,654	6,987	7,336
29.36	49	5,089	5,343	5,610	5,891	6,186	6,495	6,820	7,161	7,519
30.09	50	5,216	5,477	5,751	6,039	6,341	6,658	6,991	7,341	7,708
30.84	51	5,346	5,613	5,894	6,189	6,498	6,823	7,164	7,522	7,898
31.62	52	5,480	5,754	6,042	6,344	6,661	6,994	7,344	7,711	8,097
32.41	53	5,617	5,898	6,193	6,503	6,828	7,169	7,527	7,903	8,298
33.21	54	5,757	6,045	6,347	6,664	6,997	7,347	7,714	8,100	8,505

Hourly Rate = Monthly Rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$68.00 to the monthly salary or by adding thirty cents (.39) to the hourly rate

- (1) Step 6, effective 1/1/01: An employee who has completed one (1) year of service with CUSD on Step 5 as of 1/1/01 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.
- (2) Step 10: An employee who has completed one (1) year of service with CUSD on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.
- (3) Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.
- (4) Step 20, effective 1/1/01: An employee who is beginning twenty (20) years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15.

Effective: 7/1/2010 Includes a 1% decrease to the prior schedule as of 7/1/10.

Adopted:

Matrixed using QSS Method

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

**TEAMSTERS**

Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing employee plus one coverage the District will pay for the actual costs of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$5,840.70 per year; (b) for employees electing Employee plus one coverage the District will pay for the actual cost of insurance up to a maximum of \$12,111.10 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$17,241.80 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision or dental plan and tier of coverage (i.e. employee only, employee plus one dependent or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The \$6 dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above. Any provisions of Article 12 of the Collective Bargaining Agreement to the contrary are hereby rescinded. All of the other terms and conditions regarding Article 12 including, but not limited to, any and all eligibility criteria shall remain in full force and effect.

It is anticipated that the District and Association will work together on health plan designs in order to meet the goal of having affordable high quality health plans available for all employees and their families.



EXHIBIT J  
(10 of 34)



**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**June 16, 2010**

NOTE: Example assumes a 10% increase across-the-board each year

<b>2010</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$74	\$155	\$221
HMO	0	0	0
Kaiser HMO	0	0	0

<b>2011</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$81	\$171	\$243
HMO	\$48	\$101	\$144
Kaiser HMO	\$0	\$0	\$0

<b>2012</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$89	\$188	\$267
HMO	\$53	\$111	\$158
Kaiser HMO	\$13	\$26	\$34

The chart above demonstrates how an "Anthem Blue Cross POS and HMO cap at the 2010 rates" will work over time, assuming a 10% increase in medical benefits costs for all products – POS, HMO and Kaiser HMO each of two years. You will notice that the Kaiser HMO remains free in 2011 and then in 2012 begins to cost the employee a small amount.

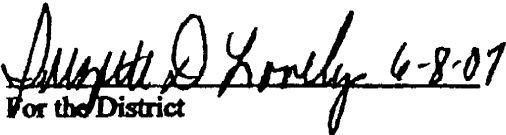
**SIDE LETTER  
AGREEMENT BETWEEN  
TEAMSTERS LOCAL 952  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

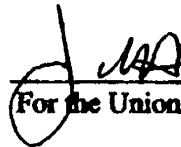
June 8, 2007

This side letter will alter the current language in Article 14.2.5 to read as follows:

The District shall deduct Union membership dues or service fees from the regular salary check of the unit member each month the employee works. Deductions for unit members who sign such authorization after the commencement of the school year shall be handled in the same manner.

The parties understand and agree this side letter must be ratified by the members of Teamsters Local 952.

 6-8-07  
For the District

 6.8.07  
For the Union

Fuel every other day

18.1.1 The District shall determine and set the duties and responsibilities of all assignments. An assignment may include trips, runs, routes, training responsibilities and other duties reasonably related to the transportation functions of the department. An assignment may also include floating trips, runs, routes, training responsibilities or other duties, each of which may be made on a daily basis by the District. Each assignment shall include a fifteen (15) minute pre-trip inspection for special education vans, and a thirty (30) minute pre-trip inspection for transit type buses, a ~~thirty (30)~~ **twenty (20)** minute ~~(or two x fifteen (15) minute)~~ fuel and clean segment and appropriate break(s). **Drivers will fuel their buses every other day except in cases where the drivers' fuel gauge drops below ½ a tank. Routes that require fueling more often will have an additional 10 minutes added to their routes upon verification.**

**Note: This will not change commute time currently included in the scheduling for CNG fueling.**

TA  Jan

**Proposed Bid Language change**

- 18.1.6 If a bus driver is sick, injured, on medical leave or on workers' compensation at the time he/she would normally bid for an assignment, he/she must have a note from a doctor stating that the driver is released to work without restriction by the first day of school in order to bid for an assignment. Unless otherwise agreed to by the district this note must be delivered (10) ten working days prior to the bid.**

TA Q JCH

## Open Routes

- 18.1.11      **The district may make any changes to open routes as deemed necessary prior to the posting of open routes. Routes that become vacant throughout the year will be posted for a period of three (3) days for drivers to bid. The assignment will be provided to the most senior qualified driver bidding for the work. The successful bidder's route will then be posted and handled in a similar manner. After the second round the district will assign the available route as appropriate.**

TA (N)

JCS

## Safety Meetings

### 18.4.3 Monthly Inservice Meetings

For the purpose of certificate renewal, drivers are required by Title 13, California Code of Regulations, to attend ten (10) annual inservice training hours from birthday to birthday for the purpose of keeping current their school bus driver certificate. The District will provide sufficient inservice hours at orientation and **other scheduled at monthly** meetings (~~one for regular drivers and one for special education drivers~~) to meet the annual inservice training hours requirement for school bus drivers. Drivers shall be required to attend ~~one of the monthly~~ **these scheduled** meetings ~~with emphasis on specific areas appropriate to their route. Additionally, a driver shall have the option of attending and receiving inservice training credit for attendance at both regular driver and Special Ed meetings; however, the driver shall only receive compensation for one of the meetings.~~ If a driver is performing assigned duties during any scheduled ~~monthly~~ meeting, he/she will be excused from attendance at that meeting. In the event a driver is precluded from attending a meeting due to a work assignment, the driver shall be provided additional training opportunities to achieve the required in-service hrs

#### 18.4.3.1

**Any employee in a classification that does not require driving, who possesses a special school bus driver's certificate will be entitled to receive the required annual training provided they indicate their desire to maintain their license in writing at the annual bid. Sufficient mandatory training time will be scheduled for these employees during times of least impact to district operations. An employee in a classification that does not require driving, who does not possess a special school bus driver's certificate will not be entitled to this training.**



CUSD contract language proposal summer assignments 6/11/10

18.8.3 Summer Bidding Procedures: Each year the District shall designate a day for drivers to bid on summer assignments. No later than thirty (30) days before the designated summer bid date, the District shall post a sign up sheet for participation in the summer bidding process. Only those drivers who sign up on the sheet no later than five (5) working days prior to the designated bid date can bid on summer assignments. Five (5) working days prior to the designated summer bid date, copies of each summer bid assignment shall be posted. The District shall endeavor to provide the Union with the bid assignments prior to posting. The posted summer assignments shall set forth the trips, runs, routes and other duties required in the assignment, and the designated hours of the day to be worked, the guaranteed number of work hours and the work days for each assignment. Once the bid assignments are posted, there will be no change to bid assignments during the bidding process without first consulting with the Union. Drivers who sign up for summer assignments shall bid on assignments and select a bus from the list of available buses for the assignment in order of seniority until all of the summer bid assignments are selected. A driver must be qualified to perform all of the duties in an assignment to bid for the assignment. After all of the summer assignments are made, any drivers on the sign up sheet who did not receive an assignment shall be placed on a summer substitute list.

18.8.3.1 **No Vacations during Summer Bid assignments: No driver successfully bidding a summer assignment will be eligible for vacation for the duration of that summer bid assignment.**

TH (signature) JCM

CUSD contract language proposal 6/11/10

18.9 Uniform Provision

- 18.9.1 All school bus drivers, delegated behind the wheel trainers and dispatchers shall wear District uniform shirts during working hours.
- 18.9.2 Each employee will be fitted and will have a choice from the options as follows:
  - a. Option A: Five (5) button shirts in any combination of long or short sleeves.
  - b. Option B: Three (3) polo pullover shirts plus two (2) button shirts, or three (3) button shirts plus two (2) polo pullover shirts.
  - c. Option C: Five (5) polo style, pullover shirts.
- 18.9.3 Shirts will be leased or purchased by the District exclusively for the use of current CUSD employees for use in the workplace only.
- 18.9.4 Button shirts will be of a standard light blue color with stripes and a standard CUSD logo permanently affixed over the upper left or right pocket and a name tag permanently affixed over the right pocket. The color of the pullover shirts will coordinate with the blue stripe button shirt.
- 18.9.5 First names will be embroidered on pullover shirts and on tags for button shirts.
- 18.9.6 Shirts will be laundered at the employee's expense.
- 18.9.7 Shirts damaged or rendered unserviceable through normal use will be replaced by the District through the designated vendor at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee's expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost. **Replacement shirts will be available on a bi-annual basis.**



18.9.8 When a unit member's employment with the District terminates, all shirts issued to him/her shall be returned to his/her immediate supervisor prior to completion of his/her final day of employment.

18.9.9 Guidelines for wearing the District shirts shall be as follows:

- a. District shirts will be worn at all times while on the job. This includes all periods of overtime and when "called out" for emergencies.
- b. District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
- c. District shirts are to be worn in a manner that will present a neat and professional appearance.
- d. District shirts shall not be worn in establishments where it would be considered more appropriate to be in personal clothing, e.g., establishments serving alcoholic beverages.
- e. The District may make exceptions to the foregoing guidelines for specific District or community events. If an exception is made, the District will give notice to employees in advance of the event.
- f. **Any shirts that are to be replaced or discarded must be returned to the district.**

TR (N) JCH

18.10 Dispatcher Work Assignments

- 18.10.1 Dispatchers shall use a system of classification seniority for the selection of work shifts and vacations. This selection shall take place in conjunction with the drivers' bid on an annual basis. If any other changes in working conditions occur such as alternative work weeks or different work locations are established, the same seniority based selection principle shall apply.
- 18.10.2 For each work day that school is in session, no more than one dispatcher will be allowed off for vacation.
- 18.10.3 **Non shift** Overtime for Dispatchers will be rotated.

*Shift overtime is defined as overtime which occurs immediately adjacent to the start or end of a given work shift.*

TA (M) Jera

### Split Shift for Non Workweek Overtime Assignments

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

The District may assign weekend trips as split shifts. Split shift weekend assignments will be limited to destinations in Orange County south of the 55 freeway.

Drivers can elect to work split overtime assignments. In no case, will a split overtime assignment be less than 5 hours total. Driver's who work one half of a split shift shall receive no less than 3 hours.

TA  Jca

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

Delegate time will no longer be added to routes bid by Delegated behind the Wheel Trainers. Delegates will continue to receive range 29 during normal assignments and range 30 during time spent training. Delegates will be relieved from driving assignments to perform training or offered extra duty or overtime assignments as appropriate. In the event that no delegate is available to perform needed training the district may use other qualified staff to perform training providing the appropriate compensation is paid.

TA [Signature] [Signature]

**TEAMSTERS LOCAL 952  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
2008/2009**

<b><u>SERIES</u></b>	<b><u>RANGE</u></b>
School Bus Driver	28
Delegated Behind The Wheel Trainer* Lead School Bus Driver State Certified Instructor	30
School Bus Inspector/Serviceperson	32
Transportation Dispatcher	32
Automotive Mechanic	36
Heavy Duty Mechanic	38

\*Delegated Behind the Wheel Trainers are School Bus Drivers who provide behind the wheel training for licensed drivers and are paid at this range during actual training time and at Range 29 for driving time.

TH Q Jas

## Two Bid Process Pilot Program

In an effort to address the districts needs while maintaining desirable work assignment guarantees it is agreed that a one year two bid pilot program be implemented for the 2010 – 2011 school year. This process is intended to allow the district to more accurately create long term work assignments for the drivers due to the realization of the many changes and additions that take place after the beginning of the school year. The particulars of the two bid process are as follows:

Initial bid will take place the last week of August. The district will route as efficiently as possible endeavoring to meet the requirement of 18.1.2 in the initial bid short of adding unassigned time. Otherwise all other provisions of article 18.1 will be in effect.

After the initial bid and prior to the second bid all drivers will accept changes including the adding or taking away of certain equipment (such as a wheel chair bus) and/or those that increase route time for operational efficiency; in cases where more than one route can accommodate an addition or change equally well, the senior driver will be offered the change and have the right of refusal.

Extra assignments added after the bid (not part of the assignments guaranteed hours) during the initial bid period will stay with that assignment for two weeks after implementation of the second bid. Drivers bidding an assignment will be offered any extra assignments attached to that bid assignment at the time of second bid.

The second bid will take place during the first week of November.

All provisions of Article 18.1 will be in effect for the second bid including the guarantee of 45 full time assignments.

Discussions between the union and the district will take place after the second bid to determine if the parties wish to continue, discontinue, amend, or modify this two bid process into the 2011 – 2012 school year.



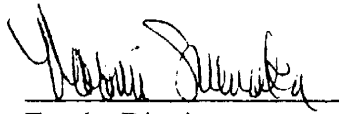
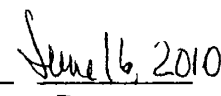
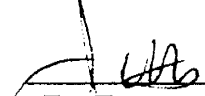
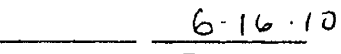
**Memorandum of Understanding  
Capistrano Unified School District and Teamsters 952**

**LAST MINUTE ASSIGNMENTS WITH LESS THAN  
30 MINUTES OF OVERTIME**

Last minute assignments called out over the radio, that a driver can work primarily as straight time, with no more than 30 minutes of over time may be assigned without regard to the overtime rotation roster.

In cases where two or more drivers are available under these terms, seniority will prevail.

If concerns arise the parties will meet to discuss and resolve any issues or matters. Should there be no resolution, the parties agree that this MOU will expire within ten working days at the request of Teamsters or the District or on June 30, 2011.

 _____ For the District	 _____ Date	 _____ For Teamsters	 _____ Date
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**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**TEAMSTERS**

Floating Holiday

The floating holiday set forth in article 10.1 shall be suspended for the period of July 1, 2010 through June 30, 2012.

**This tentative agreement was omitted from the listing of all items agreed to in current negotiations.**



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
 Name of Bargaining Unit: Teamsters  
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
 (date) (date)

The Governing Board will act upon this agreement on: June 29, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1 Salary Schedule (1.0%) Effective 7/01/10	\$ 5,768,500	\$ (57,685)	\$ (58,839)	\$ (60,016)
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ -	\$ -
3 Other Compensation - 6 Furlough days	\$	\$ (173,507)	\$ (176,977)	\$ (180,514)
Description of other compensation Assignment adjustments		\$ (119,938)	\$ (122,337)	\$ (124,800)
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,296,766	\$ (78,934)	\$ (80,737)	\$ (82,107)
5 Health/Welfare Plans	\$ 1,130,547	\$ (60,100)	\$ (189,000)	\$ (333,460)
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 8,195,813	\$ (490,164)	\$ (627,890)	\$ (780,897)
7 Total Number of Represented Employees (Use FTEs if appropriate)	101.00			
8 Total Compensation Average Cost per Employee	\$ 81,147	\$ (4,853)	\$ (6,217)	\$ (7,732)
		-5.98%	-7.66%	-9.53%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 1.0 percent starting 7/1/10. Additionally there are 6 furlough days starting in 2010/11 plus work assignment adjustments equaling 2.08%*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*No.*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 2.08% result from work assignment adjustments.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**  
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

1. *Limited reopeners in 2011-12*

2.

*District agrees to meet and confer with Teamsters in the event that CUEA is granted restoration in 2010-11*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$6.7 million in 10-11 before this settlement. This deficit will now be reduced but other cuts will need to be made.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Propose Agreement**

1. Current Year

*N/A*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*N/A*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Combined General Fund Teamsters		
	Column 1 Latest Board- Approved Budget Before Settlement (Original Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 249,785,206	\$ -	\$ -	\$ 249,785,206
Remaining Revenues (8100-8799)	\$ 92,961,217	\$ -	\$ -	\$ 92,961,217
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ -	\$ -	\$ 342,746,423
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ -	\$ -	\$ 186,828,395
Classified Salaries (2000-2999)	\$ 57,534,464	\$ (350,000)	\$ -	\$ 57,184,464
Employee Benefits (3000-3999)	\$ 73,446,926	\$ (140,200)	\$ -	\$ 73,306,726
Books and Supplies (4000-4999)	\$ 10,651,189	\$ -	\$ -	\$ 10,651,189
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ -	\$ -	\$ 26,184,258
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ -	\$ -	\$ 9,851,146
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 363,971,213	\$ (490,200)	\$ -	\$ 363,481,013
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,224,790)	\$ 490,200	\$ -	\$ (20,734,590)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,466,493)	\$ 490,200	\$ -	\$ (17,976,293)
<b>BEGINNING BALANCE</b>	\$ 23,250,730			\$ 23,250,730
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 4,784,237	\$ 490,200	\$ -	\$ 5,274,437
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 629,581	\$ 490,200	\$ -	\$ 1,119,781
Designated Amounts (9775-9780)	\$ 3,829,656	\$ -	\$ -	\$ 3,829,656
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.17%			0.31%

# 1. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

Teamsters

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 249,785,206	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 92,961,217	\$ 93,581,787	\$ 84,305,098
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ 348,859,623	\$ 345,977,338
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ 190,549,160	\$ 192,185,918
Classified Salaries (2000-2999)	\$ 57,184,464	\$ 58,202,536	\$ 59,234,783
Employee Benefits (3000-3999)	\$ 73,306,726	\$ 75,066,957	\$ 76,545,168
Books and Supplies (4000-4999)	\$ 10,651,189	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ 9,651,953	\$ 9,834,412
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (20,734,590)	\$ (20,019,000)	\$ (27,267,834)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (17,976,293)	\$ (17,260,703)	\$ (24,509,537)
<b>BEGINNING BALANCE</b>	\$ 23,250,730	\$ 5,274,437	\$ (11,986,266)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 5,274,437	\$ (11,986,266)	\$ (36,495,803)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 3,829,656	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,269,620	\$ 7,377,572	\$ 7,464,903

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
h.	Reserve for Economic Uncertainties Percentage	0.31%	-4.38%	-10.89%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2011-12	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2012-13	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

CUSD still needs to settle with CSEA plus management employees (CUMA). Based on current projections an additional \$6.2 million will need to be cut in 10-11 and \$17 million in 11-12.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (490,200)
Ending Balance Increase (Increase)		\$ 490,200
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Ronald N. Lebs  
**Contact Person**

\_\_\_\_\_  
(949) 234 9214  
**Phone**



Regular Meeting  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

June 29, 2010

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

<b>ROLL CALL:</b>	<b>Present</b>	<b>Absent</b>
Anna Bryson, President	_____	_____
Ken Lopez-Maddox, Vice President	_____	_____
Jack Brick, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Larry Christensen, Member	_____	_____
Sue Palazzo, Member	_____	_____
Mike Winsten, Member	_____	_____

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

5:30 p.m.

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Erin Davis, K-12 Perfect Attendance*

*Pedro Serrano, K-12 Perfect Attendance*

*CVHS Varsity Boys Swim Team – CIF Back-to-Back Champions*

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

**PUBLIC HEARING: Agenda Item #21: 2010-11 Use of Categorical Flexibility Funds.**

**PUBLIC HEARING: Agenda Item #22: The 2010-11 Final Budget.**

**RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

For information regarding Capistrano Unified School District, please visit our website:

EXHIBIT K

(1 of 5)

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### **GENERAL FUNCTIONS**

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the June 15, 2010, Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1
2. SCHOOL BOARD MEETING SCHEDULE REVISION: Approval, revision to the School Board Meeting Schedule.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 9

#### **CURRICULUM & INSTRUCTION**

3. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.  
(Supporting Information)  
*Contact: Candy Miller, Special Education Consultant* 13
4. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 17
5. PROPOSED SCHOOL START/DISMISSAL TIMES: Approval, proposed school starting and dismissal times for the 2010-11 school year.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 19
6. CATEGORICAL AID PROGRAMS: Approval, 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part I.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 27
7. INSTRUCTIONAL MATERIALS: Approval, adoption of standard instructional materials used districtwide in designated courses.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 29

#### **BUSINESS & SUPPORT SERVICES**

8. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS: Approval, Purchase Orders/Warrants/Consultant Agreements.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 31
9. DONATIONS: Approval, donations of funds/equipment.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 63
10. DATA MANAGEMENT SYSTEM: Approval, extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2010-11.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintende* 67

11. OBSOLETE MATERIALS: Approval, authorization to sell obsolete and unusable district materials. 73  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
12. E-RATE CONSULTANT: Approval, extension of RFQ No. 1-0910, E-Rate Consultant, NvLS Professional Services, LLC. 75  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
13. BID REJECTION: Approval, reject all bids for Bid No. 1011-04, Roof Repair and Maintenance. 83  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
14. ANNUAL REPORT: Approval, 2009-10 Annual Report on Prevailing Wage Monitoring and Labor Compliance Program. 85  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
15. FLOORING MATERIALS: Approval, Bid No. 0708-05, Flooring materials and Installation, Company Name Change. 91  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
16. JUVENILE COURT WORK PROGRAM SERVICES: Approval, extension of Juvenile Court Work Program Services Agreement with the County of Orange for 2010-11. 93  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
  
17. ELECTRICAL SERVICE: Approval, award of Bid No. 1011-02, Electric Service, Gilbert & Stearns, Inc. 117  
 (Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

**PERSONNEL SERVICES**

18. EMPLOYMENT CONTRACTS: Approval, employment contracts for Executive Director, SELPA. 121  
 (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

Motion by _____	Seconded by _____
ROLL CALL:	
Trustee Addonizio_____	Trustee Palazzo_____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen_____	Trustee Winsten _____
	Trustee Bryson _____

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.**

#### IV. DISCUSSION/ACTION

19. **TEAMSTERS:** Consideration and approval, CUSD/Teamsters recommendation of tentative agreement, July 1, 2009 – June 30, 2012.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
- DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 129
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
20. **CLASSIFIED LAYOFF-NON-MANAGEMENT EMPLOYEES:** Consideration and approval, Resolution No. 0910-78, classified layoffs of non-management employees.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*
- DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 163
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
- ROLL CALL:  
Trustee Addonizio \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Brick \_\_\_\_\_ Trustee Lopez-Maddox \_\_\_\_\_  
Trustee Christensen \_\_\_\_\_ Trustee Winsten \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_
21. **PUBLIC HEARING—2010-11 USE OF CATEGORICAL FLEXIBILITY FUNDS:**  
Consideration and approval, Resolution No. 0910-77, 2010-11 Use of Categorical Flexibility Funds.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 171
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
- ROLL CALL:  
Trustee Addonizio \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Brick \_\_\_\_\_ Trustee Lopez-Maddox \_\_\_\_\_  
Trustee Christensen \_\_\_\_\_ Trustee Winsten \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_
22. **PUBLIC HEARING—FINAL BUDGET:** Consideration and approval, adoption of the 2010 -11 Final Budget.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 177
- Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_
- ROLL CALL:  
Trustee Addonizio \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Brick \_\_\_\_\_ Trustee Lopez-Maddox \_\_\_\_\_  
Trustee Christensen \_\_\_\_\_ Trustee Winsten \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_
23. **NEWHART MPR EXPANSION:** Review of information regarding the expansion of Newhart Middle School's multi-purpose room.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
- INFORMATION/  
DISCUSSION  
Page 181

#### V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON  
TUESDAY, JULY 13, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
OFFICE BOARD ROOM, 33122 VALLE ROAD,  
SAN JUAN CA 92086

## VII. CLOSED SESSION

### 24. Closed Session (as authorized by law)

#### A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation – One Case  
Pacifica San Juan Homeowners Association    CFD 98-1A  
(Pursuant to Government Code §54956.9(b)(1))

#### B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Anticipated Litigation – One potential Case  
Certificated Employee v. Capistrano Unified School District  
(Pursuant to Government Code §54956.9(b))

#### C. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION

Number of cases: Three Cases  
(Pursuant to Government Code §54956.9(a))

Case No. 1  
Superior Court of the State of California  
County of Orange  
Case No. 00300788  
Whispering Hills LLC v. Capistrano Unified School District

Case No. 2  
Superior Court of the State of California  
County of Orange – Central Justice Center  
Case No. 00180049  
Petition for Writ of Mandate Pursuant to the California Environmental  
Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Mission Viejo, a municipal corporation v. CUSD

Case No. 3  
Superior Court of the State of California  
County of Orange – Central Justice Center  
Case No. 00207543  
Petition for Writ of Mandate Pursuant to the California Environmental  
Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Rancho Santa Margarita, a municipal corporation, v. CUSD

#### D. CONFERENCE WITH CHIEF LABOR NEGOTIATOR

Agency designated representative:  
Anthony DeMarco, Chief Labor Negotiator  
Employee Organization:  
1) Capistrano School Employees Association (CSEA)  
2) Unrepresented Employees (CUMA)  
3) Teamsters  
(Pursuant to Government Code §54957.6)

#### E. STUDENT EXPULSIONS – Items E-1 through E-4

Deliberation of Administration Panel's  
Findings of Fact and Recommendation.  
(Pursuant to Education Code §48918(c) and §35145)

#### F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

(Pursuant to Government Code §54957)

#### G. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT

1) Manager, Maintenance & Operations  
(Pursuant to Government C



CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JUNE 29, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. President Bryson made the following announcements before recessing to closed session: Pursuant to Government Code 54956.9 (b)(3)(B), closed session Item #24 B involves potential underpayment of a certificated employee due to negotiated vertical step placement limitations, and in the absence of Chief Labor Negotiator Anthony DeMarco, Naomi Suenaka and Jodee Brentlinger will update Trustees on current negotiations.

The Board recessed to closed session at 5:32 p.m. to: confer with Legal Counsel regarding Anticipated Litigation-Significant Exposure to Litigation (one case); confer with Legal Counsel regarding Anticipated Litigation (one potential case); confer with Legal Counsel regarding Existing Litigation (three cases); discuss Student Expulsions (four cases); confer with Chief Labor Negotiator regarding CSEA/CUMA/Teamsters negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Palazzo.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)** **Permanent Record**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried by a 7-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session:

**Agenda Item #24 A – Conference with Legal Counsel – Significant Exposure to Litigation:** Pacifica San Juan Homeowners Association CFD 98-1A. Nothing to report. **President's Report From Closed Session Meeting**

**Agenda Item #24 B – Conference with Legal Counsel – Anticipated Litigation:** Certificated Employee v. CUSD. The Board voted by a 7-0 vote to approve staff recommendations.

**Agenda Item #24 C-1 – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. Nothing to report.

**Agenda Item #24 C-2 & 3 - Conference with Legal Counsel – Existing Litigation:** City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. Nothing to report.

**Agenda Item #24 D – Conference with Chief Labor Negotiator: CSEA/CUMA.** Nothing to report in regards to CSEA negotiations. The Board voted by a 7-0 vote to approve the following compensation concession package for CUMA:

- 3.7% salary rollback effective July 1, 2010
- Eight (8) furlough days with corresponding salary reduction
- Maximum district contribution for health plan coverage based on January 1, 2010 contribution levels.
- Site administrators will be moving to a positive work calendar effective July 1, 2010.

**Agenda Item #24 F – Public Employee Discipline/Dismissal/Release:** Nothing to report.

**Agenda Item #24 G - Public Employee Appointment/Employment—Administrative Assignment:**

The Board voted by a 7-0 vote to approve the appointment of Al Becerra as Manager, Maintenance & Operations.

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

The following people to receive special district recognition:

Graduate Pedro Serrano for achieving perfect attendance kindergarten through 12<sup>th</sup> grade.

**Special  
Recognition**

CVHS Varsity Boys Swim Team for winning CIF Division 1 Championships for the 2009 and 2010 season. It was also announced that CVHS Coach Steve Yancey was notified on Saturday that the team is the 2009-2010 California State Boys Swimming Champion.

President Bryson reported that Certificates as to Verification of Signatures on the petitions for the recall of Michael Winsten and Ken Lopez-Maddox from the Registrar of Voters were received in the Superintendent's office on June 21. The certificates show that both petitions are sufficient. An agenda item is being prepared for Board discussion/action at the July 13 Board meeting.

**Board and  
Superintendent  
Comments**

President Bryson remarked that the season of graduations and award ceremonies went well and that she and Trustee Brick had participated in the Dana Hills High School graduation ceremony.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral  
Communications**

The following people addressed the Board:

- *Chris Korpi spoke regarding the recall election and requested that both sides keep it civil.*

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- *Cesar Reategui addressed the Board about the importance of bilingual positions in the district and asked Trustees not to layoff employees in these positions.*

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 2 and 6 were pulled for further discussion.

**Items Pulled from  
the Consent  
Calendar**

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the remaining Consent Calendar items, which included agenda item 17. Following the approval of the Consent Calendar President Bryson called upon a speaker who had submitted a blue card on item 17.

The following speaker addressed the Board on a Consent Item not pulled by Trustees:

Item 17—Electrical Bid Award

- *Timothy Giannelli asked Trustees to postpone award of Bid No. 1011-02 for further review.*

Trustee Winsten requested that item 17 be pulled for further discussion due to Mr. Giannelli's request. Since Trustees had already approved the Consent Calendar with the exception of items 2 and 6 which were pulled, it was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried unanimously to expunge the last vote. President Bryson requested a roll call vote.

ROLL CALL    AYES:     Trustees Addonizio, Brick, Bryson, Christensen,  
   Lopez-Maddox, Palazzo, and Winsten  
                 NOES:     None  
                 ABSENT: None  
                 ABSTAIN:None

President Bryson again asked Trustees for items they wished to pull from the Consent Calendar. Items 2, 6, and 17 were pulled for further discussion.

**CONSENT CALENDAR**

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of the June 15, 2010, Regular Board Meeting.

**Minutes  
Agenda Item 1**

Nonpublic school and agency contracts.

**Special Education  
Agenda Item 3**

Readmission of students from expulsion: Case # 2009-120, 2010-002, and 2010-039.

**Expulsion  
Readmissions  
Agenda Item 4**

Proposed school start and dismissal times for 2010-11 school year.

**School Start/  
Dismissal Times  
Agenda Item 5**

Adoption of standard instructional materials used districtwide in designated courses.

**Instructional  
Materials  
Agenda Item 7**

Purchase Orders/Warrants/Consulting Agreements as listed.

**Purchase Orders/  
Warrants/  
Consulting  
Agreements**  
Agenda Item 8

Donations of funds and equipment.

**Donations**  
Agenda Item 9

Extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2010-11

**Data  
Management  
System**  
Agenda Item 10

Authorization to sell obsolete and unusable miscellaneous district materials.

**Obsolete  
Materials**  
Agenda Item 11

Extension of RFQ No. 1-0910, E-Rate Consultant, NvLS Professional Services, LLC.

**E-Rate  
Consultant**  
Agenda Item 12

Reject all bids for Bid No. 1011-04, Roof Repair and Maintenance.

**Bid Rejection**  
Agenda Item 13

2009-10 Annual Report on Prevailing Wage Monitoring and Labor Compliance Program.

**Annual Report**  
Agenda Item 14

Bid No. 0708-05, flooring materials and installation, company name change.

**Flooring**  
Agenda Item 15

Extension of Juvenile Court Work Program Services Agreement with the County of Orange for 2010-11.

**Juvenile Court  
Work Program**  
Agenda Item 16

Employment contracts for Executive Director, SELPA.

**Employment  
Contracts**  
Agenda Item 18

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten

NOES: None

ABSENT: None

ABSTAIN: None

President Bryson recognized Trustee Palazzo who pulled this item. Trustee Palazzo expressed her concern that because this meeting is during the summer, Trustees, staff, and the community have planned their vacations around the established Board meeting schedule. Trustees Addonizio and Brick also stated they have plans on August 17 and would not be able to attend the meeting if the date was changed.

**School Board  
Meeting Schedule**  
Agenda Item 2

It was moved by Trustee Brick, seconded by Trustee Winsten, and motion failed by a 1-6 vote to revise the 2010-11 School Board meeting schedule.

ROLL CALL AYES: Trustee Bryson

NOES: Trustees Addonizio, Brick, Christensen,  
Lopez-Maddox, Palazzo, and Winsten

ABSENT: None

ABSTAIN: None

President Bryson stated this item, 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part 1, was pulled to allow staff additional time to complete the required data. This item will be brought back to the July 13 meeting.

**Categorical Aid Programs**  
**Agenda Item 6**

President Bryson recognized Trustee Winsten who called upon Deputy Superintendent Ron Lebs to explain staff's grounds for not accepting Mr. Giannelli's bid. Mr. Lebs stated that according to legal counsel, it was determined that Mr. Giannelli's bid did not conform to district requirements and therefore was rejected.

**Electrical**  
**Agenda Item 17**

Trustee Winsten directed staff to meet with Mr. Giannelli to discuss the confusion in the bidding process.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Lopez-Maddox, and motion carried by a 6-1 vote to award Bid No. 1011-02, Electric Service, to Gilbert & Stearns, Inc.

AYES: Trustees Addonizio, Brick, Bryson, Lopez-Maddox,  
Palazzo, and Winsten  
NOES: Trustee Christensen

## **DISCUSSION/ACTION**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion carried unanimously to approve the three year (2009-10 through 2011-12) contract settlement with Teamsters as proposed and to certify that the public disclosure of the proposed agreement with Teamsters has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756.

**Teamsters**  
**Agenda Item 19**

President Bryson recognized Assistant Superintendent Jodee Brentlinger who explained that 85% of the district's budget is allocated to personnel costs so reducing expenditures without impacting employees is virtually impossible. Mrs. Brentlinger stated that due to the current fiscal reality, staff has limited options and therefore must recommend Trustees approve the layoff resolution.

**Classified Layoff-Non Management Employees**  
**Agenda Item 20**

The following speakers addressed the Board:

- *Ronda Walen stated that classified cuts hurt students and asked Trustees to treat classified employees fairly.*
- *Ann Shores expressed her concerns regarding laying off academic advisors.*
- *Lori Kosky and Debbie Reynolds spoke to the safety issues for students if campus supervisor positions are reduced.*
- *Susan Gorman and Kristen Schultz addressed the Board in support of high school counselors and the liability to the district if counselors are not available to students in crisis.*

It was moved by Trustee Palazzo, seconded by Trustee Brick, and motion carried by a 5-2 vote to approve Resolution No. 0910-78, Classified Layoffs in the Designated Classifications.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
and Palazzo  
NOES: Trustees Lopez-Maddox and Winsten  
ABSENT: None  
ABSTAIN: None

President Bryson announced the Public Hearing open at 8:13 p.m. regarding the approval of Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4. There being no speakers to this item, President Bryson declared the public hearing closed at 8:15 p.m.

**Public Hearing:  
Categorical  
Flexibility Funds  
Agenda Item 21**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and motion carried unanimously to approve Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Bryson announced the Public Hearing open at 8:16 p.m. regarding the approval of the 2010-2011 Final Budget. There being no speakers to this item, President Bryson declared the public hearing closed at 8:17 p.m.

**Public Hearing:  
Final Budget  
Agenda Item 22**

Trustee Bryson recognized Deputy Superintendent Ron Lebs presented the final budget overview. Mr. Lebs stated that there is a reduction of approximately \$200,000 from the June 15 budget presentation due to changes in the layoff resolution that preceded this agenda item. The revised deficit for 2010-11 is projected at approximately \$5.5 million. In the absence of an agreement with CSEA, and knowing that a settlement with CSEA that includes salary concessions is essential to developing a balanced budget, staff developed a strategy that temporarily bridges this shortfall by taking advantage of current legislation. As outlined on June 15, staff is recommending the Board approve a budget that temporarily taps into the 2% required reserve. The budget strategy presented preserves the district's ability to secure TRAN funding to provide sufficient cash flow to make payroll throughout the year. Under this option, the County Office of Education may provide a conditional budget approval for districts that are still negotiating with employee groups; that are either at impasse or reasonably close to settling negotiations; or as part of a contingency plan that can be implemented if impasse or settlement is not reach. Mr. Lebs explained that in the event the district does not reach an agreement with CSEA, staff has prepared a contingency plan. This plan will involve borrowing from other funds and recommending additional employee layoffs.

Prior to the vote Mr. Lebs requested Trustees approve the budget as presented, with the incorporation of the Teamsters and CUMA agreements as approved this evening, as well as the contingency plan that was presented earlier.

Mr. Lebs added that with approval of the budget and after the ultimate restoration of the 2% reserve, the Board of Trustees acknowledges that the district's multi-year projection indicates a budget deficit of approximately \$11.5 million in 2011-12 and another \$6 million in 2012-13. In order for the district to remove the qualified status from the district's budget, Trustees will need to identify and approve \$11.5 million in additional cuts prior to December 15.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Brick and the motion carried by a 5-2 vote to approve staff recommendations.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten  
NOES: Trustees Christensen and Lopez-Maddox  
ABSENT: None  
ABSTAIN: None

President Bryson recognized Deputy Superintendent Ron Lebs who stated that this item was placed on the agenda at the request of Trustee Addonizio. Following discussion staff was directed to bring this item back to the July 13 Board meeting as a Discussion/Action item.

**Newhart MPR  
Expansion  
Agenda Item 23**

The meeting recessed to closed session at 8:45 p.m.

The Board reconvened at 8:50 p.m. President Bryson reported the following action taken during closed session:

**President's  
Report From  
Closed Session**

**Agenda Item #24 E-1 through E-4 - Student Expulsions:** The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2010-115, 2010-116, 2010-118, and 2010-123.

The meeting adjourned at 8:51 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations.*



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

January 11, 2011

TO: Joseph M. Farley, Superintendent

FROM: Julie Hatchel, Assistant Superintendent, Education

SUBJECT: **PROPOSED REVISIONS TO 2010-2011 SCHOOL CALENDAR**

---

**BACKGROUND INFORMATION**

At its August 3, 2010, meeting, the Board of Trustees adopted the current calendar for the 2010-2011 school year (Exhibit A). On Monday, December 13, 2010, the Board of Trustees approved the reinstatement of two days of instruction into the 2010-2011 school calendar: \*

- Thursday, February 17, 2011
- Friday, May 27, 2011

The days were to be non-working furlough days for District employees, but were restored according to negotiated agreements with employee associations.

**CURRENT CONSIDERATIONS**

The attached calendar (Exhibit B) reflects the reinstatement of two days of instruction into the 2010-2011 school calendar. Changes result in 180 student instructional days and 182 teacher work days.

**FINANCIAL IMPLICATIONS**

Reinstatement of two days of instruction into the 2010-2011 school calendar will have a fiscal impact of \$2.8 million.

**STAFF RECOMMENDATION**

It is recommended the Board approve the proposed revisions to the 2010-2011 school calendar (Exhibit B).

**\*This reference to a December 13, 2010, approval was on the original agenda item but was a staff error.**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

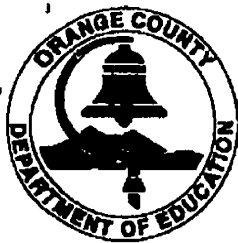
**PROPOSED FURLOUGH RESTORATION TO SCHOOL CALENDAR 2010/2011 – JANUARY 11, 2011**

INDEPENDENCE DAY HOLIDAY (Local Holiday)	Mon., July 5, 2010
New Teacher – Pre-service Day	Thurs., Sept. 2, 2010
LABOR DAY (Legal Holiday)	Mon., Sept. 6, 2010
All Teachers – Pre-service Day	Tues., Sept. 7, 2010
<b><u>OPENING DAY OF SCHOOL</u></b> (Minimum day, Elementary only)	<b>Weds., Sept. 8, 2010</b>
Back to School Week, Middle School	Tues.-Thurs., Sept. 21-23, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, High School	Tues.-Thurs., Sept. 28-30, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, Elementary	Tues.-Thurs., Oct. 5-7, 2010
(Minimum day, date of Back-to-School Night only)	
End of First Progress Reporting Period (High School)	Fri., Oct. 15, 2010
Parent Conferences, Elementary (Student Holiday)	Mon., Nov. 1, 2010
Parent Conferences, Elementary (Minimum Days)	Tues.-Thurs., Nov. 2-4, 2010
<b><u>End of First Quarter – Middle School</u></b>	Fri., Nov. 5, 2010
VETERANS DAY (Legal Holiday)	Thurs., Nov. 11, 2010
FALL RECESS (Recess for Students and Teachers)	Fri., Nov. 12, 2010
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Fri., Nov. 22-26, 2010
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 25-26, 2010
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Nov. 29, 2010</b>
End of Second Progress Reporting Period (High School)	Fri., Dec. 3, 2010
<b><u>End of First Trimester – Elementary</u></b>	Fri., Dec. 10, 2010
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 20-31, 2010
CHRISTMAS HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Dec. 23-24, 2010
Holiday to Replace Admission Day	Thurs., Dec. 30, 2010
NEW YEAR'S DAY (Legal Holiday)	Fri., Dec. 31, 2010
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Jan. 3, 2011</b>
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Mon., Jan. 17, 2011
Final Exam Days, High School (Minimum Days, High School)	Weds.-Fri., Feb. 2-4, 2011
<b><u>End of First Semester</u></b>	Fri., Feb. 4, 2011
<b><u>SECOND SEMESTER BEGINS</u></b>	<b>Mon., Feb. 7, 2011</b>
<del>Non-student/Non-teacher day (Instructional Furlough Day)</del>	<del>Thurs., Feb. 17, 2011</del>
LINCOLN DAY (Legal Holiday)	Fri., Feb. 18, 2011
WASHINGTON DAY (Legal Holiday)	Mon., Feb. 21, 2011
End of First Progress Reporting Period (High School)	Fri., Mar. 18, 2011
<b><u>End of Second Trimester – Elementary</u></b>	Weds., Mar. 23, 2011
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Tues.-Fri., Mar. 29-April 1, 2011
SPRING RECESS (Recess for Students and Teachers)	Mon.-Fri., Apr. 4-8, 2011
SPRING HOLIDAY (Local Holiday)	Fri., Apr. 8, 2011
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Apr. 11, 2011</b>
<b><u>End of Third Quarter – Middle School</u></b>	Weds., Apr. 20, 2011
End of Second Progress Reporting Period (High School)	Fri., May 6, 2011
<del>Non-student/Non-teacher day (Instructional Furlough Day)</del>	<del>Fri., May 27, 2011</del>
MEMORIAL DAY (Legal Holiday)	Mon., May 30, 2011
Final Exam Days, High School (Minimum Days, High Schools)	Mon.-Weds., June 20-22, 2011
<b><u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u></b>	<b>Weds., June 22, 2011</b>
Minimum Day for Secondary/Graduation Ceremonies	Weds., June 22, 2011
Secondary Student Holiday	Thurs., June 23, 2011
<b><u>LAST DAY OF SCHOOL FOR ELEMENTARY STUDENTS</u></b> Min. day	<b>Thurs., June 23, 2011</b>
<b><u>LAST DAY OF SCHOOL FOR ALL TEACHERS</u></b>	<b>Thurs., June 23, 2011</b>
(End of Second Semester)	

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

**Open House:** Schools will set individual Open House dates in the spring.





December 14, 2010

Joe Farley, Ed.D., District Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
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**WILLIAM M. HABERMehl**  
County Superintendent  
of Schools

LYNN APRIL HARTLINE  
Deputy Superintendent

JOHN L. NELSON  
Associate Superintendent

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

**Subject: Base Revenue Limit Funding**

Dear Dr. Farley:

This letter is in response to your inquiry on December 13, 2010 regarding the increase in base revenue limit funding for Capistrano Unified School District (CUSD) as a result of the 2010-11 Enacted State Budget. At the point in time that the State Budget was adopted on October 8, 2010, CUSD's base revenue limit for 2010-11 has increased by \$225.08 per student as compared to the Governor's January 2010 Budget Proposal (please see table below). The District will continue to receive monthly apportionments that are based upon the October 2010 Enacted State Budget unless there is adopted legislation to change the funding. However, the actual base revenue limit that districts receive for the current year will not be finalized until June 2011. Given that the State is projecting a multi-billion dollar deficit over the next 18 months, there is a potential for further reductions to school district revenue limits in 2010-11 and the District needs to be prepared for an additional loss in revenues.

	Governor's January 2010 Proposal	2010-11 Enacted Budget	Difference
2009-10 Base Revenue Limit	\$ 6,374.18	\$ 6,374.18	
Cost of Living Adjustment (Statewide Average COLA)	\$ (24.00)	\$ (25.00)	
Base Revenue Limit with COLA	\$ 6,350.18	\$ 6,349.18	
Deficit Factor	0.81645	0.82037	
Base Revenue Limit Funding after deficit	\$ 5,184.60	\$ 5,208.68	
Ongoing Revenue Limit Reduction for Central Admin	\$ (201.00)	\$ -	
Funded Base Revenue Limit per student	\$ 4,983.60	\$ 5,208.68	\$ 225.08

Should the District decide to restore furlough days at this time, we strongly encourage the District to develop a contingency plan in the event that there are further cuts to the District's revenue limit between now and June 30, 2011.

If you have any questions, please call me at (714) 966-4229.

Sincerely,

Wendy Benkert, Ed. D.  
Assistant Superintendent  
Business Services

cc: Ron Lebs, Deputy Superintendent, Business and Support Services



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 16, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **RESPONSE TO DEMAND TO CURE AND CORRECT ALLEGED BROWN ACT VIOLATIONS**

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**BACKGROUND INFORMATION AND CURRENT CONSIDERATIONS**

Legal counsel will report on the Districts response to a demand to cure and correct an alleged Brown Act violation. The exhibit to this item includes copies of letters to Mr. Wayne Tate, who represents Mr. James Reardon, concerning this matter (Exhibit A).

**FINANCIAL IMPLICATIONS**

There is no financial impact.

**STAFF RECOMMENDATION**

It is requested that the Board President recognize Attorney Jack Sleeth, of Stutz, Artiano, Shinoff, & Holtz, to review this information and to provide a detailed report to the Board.

This is an informational item only and does not require Board action.

INFORMATION/  
DISCUSSION



2488 Historic Decatur Road  
Suite 200  
San Diego, CA 92106-6113  
619.232.3122  
Fax 619.232.3264  
www.stutzartiano.com



Jack M. Sleeth, Jr.  
*jsleeth@stutzartiano.com*  
Direct Dial: 619.881.1333

March 11, 2011

Wayne P. Tate, Esq  
23041 Mill Creek Drive  
Laguna Hills, CA 92653

**Re: Capistrano Unified School District:  
Response to Demand to Cure or Correct Brown Act Violation**

Dear Mr. Tate:

Our office was forwarded your letter of February 28, 2011, demanding cure and correction of alleged Brown Act violations by the Board of Trustees of the Capistrano Unified School District in its approval of restored furlough days, and pay, for four employee organizations. We were asked to analyze the letter, review the action taken, and respond to your letter. In the process we requested an opportunity to meet with the Board in closed session, and we have completed that process.

We do not believe that there was any violation of the Brown Act at any of the meetings you identified. Additionally, there were no Brown Act violations at other meetings where this matter was discussed and/or acted upon by the Board of Trustees.

The Board asked Dr. Joseph M. Farley, District Superintendent, and me to address your concerns by doing the following:

- To schedule a special meeting of the Board on March 16, 2010, to present a detailed report on the subject of the restoration of furlough days, and pay, for the four employee organizations. Dr. Farley and I will present information that supports our belief that all provisions of the Brown Act were complied with by the Board when it approved agreements with the four employee organizations, and acted to restore furlough days, and pay, for those organizations.
- The Board and I believe that the public was previously afforded an opportunity to address the matter of restoration of furlough days and pay at properly noticed meetings of the Board. However, the Board will provide the public with another opportunity to hear, understand and speak on the issue after the detailed report on the subject is presented at the March 16, 2010, meeting.

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## **Response to Demand to Cure or Correct Brown Act Violation**

These actions will fully cure any perception that there might have been a Brown Act violation in this matter. Furthermore, the Board will again take formal action on the restoration of furlough days and pay for the associations.

### **Issue**

On behalf of your client — James Reardon — you submitted a formal demand to the Board to correct or cure an alleged Brown Act violation. The Demand seeks correction of action taken at the December 7, December 13, 2010, and/or the January 11, 2011, board meetings on the subject of the restoration of furlough days, and pay, for four employee organizations, the Capistrano Unified Educators Association (“CUEA”), the California School Employees Association (“CSEA”), the Capistrano Unified Management Association (“CUMA”) and the Teamsters Local 952. The letter demanded the Board admit that it violated the Brown Act, and vote to rescind the actions taken to restore pay and furlough days.

The letter alleges that the subject of the restoration of pay cuts and/or furlough days was not put on the agenda at any of the identified meetings, but that on December 15, 2010, the District announced the reinstatement of two furlough days, and concluded that the action was not properly described in the agenda. Thus it contends that “the public did not have an opportunity to attend, observe, monitor and participate in the decision-making process.” If that were true, that would be a Brown Act violation, but that allegation is in error, because the agreements to reinstate the furlough days were made long before, in properly noticed meetings, properly presented to the public, in the period between May and September 2010, when the agreements with the employee organizations were ratified by the Board.

### **Analysis**

On December 7, 2010, in a closed session, the Board discussed with the Superintendent and its labor negotiator the options for responding to the collective bargaining demands of one or more employee organizations. As part of that issue was the fact that the Board had ratified collective bargaining agreements earlier in the year, which required restoration of some furlough days and pay that the organizations had given up, in the event the District's state-funded revenue increased over the amount that had been forecast. That increase occurred, requiring the restoration of furlough days, and pay, as previously agreed to and approved by the Board. The labor negotiator needed guidance from the Board because labor negotiations would be significantly more challenging if the Board planned to dispute agreements that it had just ratified with those associations.

### **The Action Taken**

The demand letter is confused about the facts. The Board did not approve the agreements to restore the furlough days or pay cuts at any of those meetings in December and January. The Board

**Response to Demand to Cure or Correct Brown Act Violation**

took the action to enter into those agreements earlier in the year. Those agreements were ratified by the employee organizations, and the governing board approved the agreements at board meetings between May and September. When a collective bargaining agreement has been ratified by the voting membership of the employee organization and by the District, that agreement is binding. (Gov. Code § 3540.1, subd. (h).) Consequently, after the meetings approving the agreements between May and September, the agreements with the employee organizations were binding contracts. Those binding contracts required the Board to reinstate the furlough days, and pay, if the state increased the revenue-limit amount per child.

As we were working on this issue, we received another letter from your office, dated March 8. That letter included a draft of a lawsuit over the issue whether the budget changes from the state actually triggered the requirement for the reinstatement of the furlough days, and pay. That letter made it absolutely clear that you do understand what the Board was doing, and that you dispute the “triggering” event. Consequently, we will only briefly reiterate the actions that were taken, since you have the details in hand.

The agreement with [CUEA] was ratified by the Board on May 19, 2010. A copy of the agreement is attached as Exhibit A, a copy of the Agenda is attached as Exhibit B, and a copy of the minutes of the meeting is attached as Exhibit C.

The agreement with [CSEA] was ratified by the Board on September 28, 2010. A copy of the agreement is attached as Exhibit D, a copy of the Agenda is attached as Exhibit E, and a copy of the minutes of the meeting is attached as Exhibit F.

The agreement with CUMA was ratified by the Board on August 3, 2010. A copy of the agreement is attached as Exhibit G, a copy of the Agenda is attached as Exhibit H, and a copy of the minutes of the meeting is attached as Exhibit I.

Note that the action with CUMA was slightly different from the actions taken with the other organizations. In the case of CSEA and CUEA the restoration includes salary for the furlough days and some improvements to the previously cut salary schedules. For CUMA the only change was restoration of the furlough day and the pay for those two days. The District has not restored other income for CUMA.

The agreement with the Teamsters was ratified by the Board on June 29, 2010. A copy of the agreement is attached as Exhibit J, a copy of the Agenda is attached as Exhibit K, and a copy of the minutes of the meeting is attached as Exhibit L..

When the State budget was adopted on October 8, 2010, it included an increase in the District’s State-funded revenue limit amount-per-child over the amount that had been forecast, triggering the requirement to reinstate the furlough days to the instructional calendar as agreed. A

**Response to Demand to Cure or Correct Brown Act Violation**

copy of a letter from Dr. Wendy Benkert, Assistant Superintendent Orange County Department of Education, dated December 14, 2010, showing her calculation of the budget change, is attached as Exhibit N.

A binding collective bargaining agreement cannot be avoided without substantial legal ramifications. Breach of a collective bargaining agreement is addressed by a Petition for Writ of Mandate before the Superior Court to enforce the agreement and may include the potential for an "Unfair Practice Charge" before the Public Employee Relations Board ("PERB"), for violation of a valid collective bargaining agreement in violation of the Educational Employees Relations Act ("EERA") (Gov. Code § 3540 et seq.). After the ratification of the agreements, the Board did not have many options. It does not have the option now of avoiding the requirements of those agreements.

**No Violation at the December 7 Meeting**

At the closed session on December 7, 2010, the Board met with the labor negotiators to discuss whether there was anything that the Board could do to avoid the implementation of the previously accepted agreements and to discuss the ramifications of any decision to delay such implementation on upcoming negotiations. The District faced a serious threat of a strike last year, and faces further difficult labor negotiations this year. But in any legally binding contract or agreement, including a collective bargaining agreement, there are some defenses that might be raised to prevent the implementation of that agreement. Arguments can be made that the contract was not properly formed, or is ambiguous, or cannot be completed. The Superintendent had discussed the issue with legal counsel and there did not appear to be any defenses that could avoid the terms of the agreement. After discussion, the Board determined not to breach the agreement; not to dispute the validity of the agreement, or otherwise take any action to interfere with the previously adopted agreement, and instructed the Superintendent to comply with the agreement as written. The Board also gave other instructions to the labor negotiator consistent with that instruction. It merely decided at the December 7, 2011, board meeting that it did not intend to take any action to delay implementation of the agreements, or withdraw from the agreements, and instructed the labor negotiator to proceed with implementation of the previously approved agreement.

The argument can be made that the vote to respect the collective bargaining agreement taken at the December 7 meeting was "action taken." The definition in the Brown Act of "action taken" is "a collective decision made by a majority of the members of a legislative body, a collective commitment or promise by a majority of the members of a legislative body to make a positive or a negative decision, or an actual vote by a majority of the members of a legislative body when sitting as a body or entity, upon a motion, proposal, resolution, order or ordinance." (Gov. Code § 54952.6.) But this was not a vote that could be voided, because no change in action, policy or procedure would result from voiding out this action taken, even if it were to be found to be in violation of the Act. But there was no violation in that vote either.



### **Response to Demand to Cure or Correct Brown Act Violation**

The closed session at the December 7 meeting was properly noticed as a meeting with the labor negotiator. It was properly identified on the Agenda, and the subject voted upon was for the purpose of instructing the labor negotiator. There was no requirement to report out that vote after that closed session. There is no duty to report out after closed session with the labor negotiator until the negotiations are completed.

(6) Approval of an agreement concluding labor negotiations with represented employees pursuant to Section 54957.6 shall be reported after the agreement is final and has been accepted or ratified by the other party. The report shall identify the item approved and the other party or parties to the negotiation.

(Gov. Code § 54957.1, subd. (a)(6).)

### **No Violation at the January 11 meeting**

At the January 11, 2011, meeting the Board took action in public session to revise the school calendar to reinstate the two instructional furlough- days, which was required by two things: (1) The agreements with the employee organizations ratified the year before; and (2) The action by the State to increase the amount of money in the budget in the manner that triggered the terms of the agreement with the employee organizations. The Board was required to comply with its agreements, and therefore required to reinstate the instructional days, and it properly did so. The subject of the reinstatement of the two instructional days was properly noticed in the Agenda. Consequently, there was no violation of the Brown Act at that meeting, either.

### **Brown Act Remedies**

Any action taken that is in violation of the Brown Act may be declared null and void by a court, but there are preliminary steps that must be taken before any lawsuit can commence. (Gov. Code § 54960.1, (c)(1).) Your letter was sent within 90 days of the meetings in December and January, so it is timely.

But the Brown Act provides a process for correction of alleged violations, largely because the Act is complicated and it is fairly easy to make a mistake. And there are provisions that prohibit a court from declaring an action null and void if that action was in "substantial compliance" with the Brown Act. (Gov. Code §§ 54954.5, 54960.1, subd. (d)(1).) In most cases, the Board can cure any violation and many alleged violations are mere technical errors that are within "substantial compliance." "Even where a plaintiff has satisfied the threshold procedural requirements to set aside an agency's action, Brown Act violations will not necessarily 'invalidate a decision.'" (*Cohan v. City of Thousand Oaks* (1994) 30 Cal.App.4th 547, 555-556.)

When a District receives a demand to cure or correct, it must respond within 30 days. This letter was dated February 28, 2011. The Board has scheduled a meeting within that time limit.

Wayne P. Tate, Esq

March 11, 2011  
Page 6

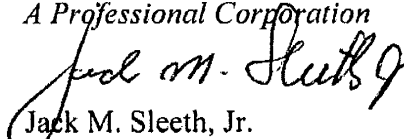
**Response to Demand to Cure or Correct Brown Act Violation**

We believe that the action taken at the subject meeting was completely correct under the Brown Act, but if there were some technical violation, the actions were in substantial compliance with the Brown Act, but nevertheless, the Board intends to revisit this issue, to permit the public to comment, and understand, the issues and the actions of the Board so that the District meets the requirement of the spirit and purpose of the Brown Act — that the public “remaining informed so that they may retain control over the instruments they have created.” (Gov. Code § 54950.)

We have scheduled a meeting for Wednesday the 16th of March at 6 p.m.

Very truly yours,

STUTZ ARTIANO SHINOFF & HOLTZ  
*A Professional Corporation*



Jack M. Sleeth, Jr.

JMS/llm  
Attachments

# EXHIBIT A

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

May 19, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CUSD/CUEA – RECOMMENDATION OF SETTLEMENT**  
**AGREEMENT: JULY 1, 2009 – JUNE 30, 2012**

---

**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the Capistrano Unified Education Association (CUEA) expired on June 30, 2008. The two parties participated in negotiation sessions, mediation and fact finding in an effort to reach a settlement agreement, Exhibit A. On Monday, April 26, 2010 the parties were able to reach a tentative agreement. A copy of the Tentative Agreement is attached as Exhibit B.

AB1200, enacted in 1991, incorporated Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including but not limited to the costs that will be incurred in the current and subsequent years. AB2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The three year settlement agreement was ratified by the CUEA membership in a general vote that concluded on May 13, 2010. In addition to the Tentative Agreement, Exhibit B the Public Disclosure of the AB 1200 Collective Bargaining Agreement is attached as Exhibit C.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this three year agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$37.2 million. This savings will be realized over fiscal years 2009-10 through 2011-12 as follows:

2009-10	\$4.1 million
2010-11	\$15.6 million
2011-12	<u>\$17.5 million</u>
Total	\$37.2 million Savings

**STAFF RECOMMENDATION**

It is respectfully recommended that the Board of Trustees approve the three year (2009-10 through 2011-12) contract settlement with CUEA as proposed, Exhibit B.

It is further recommended that the Board of Trustees certify that the public disclosure of the proposed agreement with CUEA has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB2756, Exhibit C.

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION  
NEGOTIATIONS  
2009-10**

March 24, 2009

- District Contract Reopener Proposal to the Board 2009-10

April 13, 2009

- CUEA Contract Reopener Proposal to the Board 2009-10

June 8, 2009

- Negotiation Session
- 2009-10 Bargaining Proposal to CUEA

June 17, 2009

- Negotiation Session
- CUEA Bargaining Proposal to District

June 18, 2009

- Request for Impasse

July 27, 2009

- Request for Factfinding

August 27-28, 2009

- Mediation

September 14, 2009

- Mediation (Budget only)

September 25, 2009

- Mediation

October 12, 2009

- Negotiation

October 22, 2009

- Mediation

January 25-26, 2010

- Factfinding

April 22, 23, 24, 25, 26, 2010 (5 days)

- Negotiations

April 26, 2010

Settlement Agreement reached

CAPISTRANO UNIFIED SCHOOL DISTRICT  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION

Exhibit A

3

4/26/10  
10:20 PM

**PROPOSED TENTATIVE AGREEMENT - APRIL 26, 2010 814 PM**

CUEA AND CUSD agree to resolve all negotiation issues for 2009-2010 through 2011-2012 upon the terms and conditions set forth below:

1) The Collective Bargaining Agreement ("CBA") will be in effect from July 1, 2009 through and including June 30, 2012.

2) The previously agreed upon "language items" referenced in the Fact-finding Report will be incorporated into the CBA.

3) The terms set forth in the Implementation Resolution dated March 31, 2010 will be incorporated into the CBA except that the maximum contribution rates for the POS/PPO plan will be based upon 2010 District contribution rates.

4) Restoration language regarding wage and work year per attached.

5) Each party will have the right to re-open two Articles in 2011-2012.

THE CONTRACT WILL BE CLOSED FOR 2009-2010 and 2010-2011

6) All other provisions of the CBA shall remain in full force and effect and the parties shall meet to revise and remove provisions that are inconsistent with paragraphs 1 through 5 above.

7) There shall be no reprisals against any unit member for his/her part in the strike or events leading up to and/or negotiating this Agreement. All unit members who participated in the strike shall lose compensation for such participation and such loss of compensation does not constitute a reprisal. Further, the District may take disciplinary action against any unit member convicted of any unlawful acts related to the strike.

8) Both parties shall withdraw with prejudice any and all unfair labor practice ("ULP") charges related to the recent impasse and strike and the parties hereby agree that any and all legal issues including any ULP issues related to the impasse and strike are hereby settled in full.

FOR CUEA 11:12pm 4/26/10  
Sally White

FOR CUSD  
at 11:15 PM  
4/26/10

J M PATRIC

4/26/10  
10:20pm

Proposed Restoration Language

4/26/2010 6:45 PM

1. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 60% of these new revenues will be applied toward restitution of salary cuts for CUEA included in Board of Trustees Resolution No. 0910-60. *FOR THE PURPOSES OF THIS CALCULATION ADA INCREASES WILL BE REDUCED BY 50%*  
Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CUEA would receive restoration equal to 60% of this amount. Priority would be given to the restoration of the two day reduction in the student instructional year, meaning the student days would be restored before any monies were applied to the salary schedule.
2. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.
3. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students. *THE CALCULATION SHALL INCLUDE ANY INCREASED ADA OVER 09-10 P-2 ADA, NOT PREVIOUSLY PAID TO CUEA AS A RESULT OF THIS RESTORATION FORMULA.*
4. This language will remain in effect until the funded base revenue limit per ADA increases to \$5,484. At that time the salary schedule and work year will be restored if not sooner.
5. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

Example

ADA Increase @ 50%

$$\$ 5,083.60 \times 100 = \$ 508,360$$

$$508,360 \times 0.5 = \$ 254,180 \times 0.6$$

FOR CUEA 11:12 pm. 4/26/10

*Sally White*

Exhibit B  
Page 2 of 2

EXHIBIT A  
(12 of 132)

FOR CUSD  
at 11:15 pm  
4/26/10  
Don RASCH



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
 Name of Bargaining Unit: Capistrano Unified Education Association  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
 (date) (date)

The Governing Board will act upon this agreement on: May 11, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2009-10	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2009-10	Year 2 Increase/(Decrease) FY 2010-11	Year 3 Increase/(Decrease) FY 2011-12
1 <b>Salary Schedule</b> (3.7%) Effective 7/01/10	\$ 182,008,340		\$ (6,681,833)	\$ (6,782,061)
2 <b>Step and Column - Increase</b> (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ (1,336,203)	\$ -
3 <b>Other Compensation - Furlough days</b> 4 days in 2009-10, 5 in 2010-11 and 5 in 2011- 12	\$	\$ (3,680,000)	\$ (4,669,492)	\$ (4,739,534)
<b>Description of other compensation</b> Salary Schedule Compression and Increase to the Cocurricular Base				
4 <b>Statutory Benefits - STRS, PERS, FICA,</b> WC, UI, Medicare etc.	\$ 20,949,160	\$ (424,000)	\$ (1,460,334)	\$ (1,326,135)
5 <b>Health/Welfare Plans</b>	\$ 25,685,413		\$ (1,462,000)	\$ (4,597,180)
6 <b>Total Compensation - Increase</b> (Decrease) (Total Lines 1-5)	\$ 228,642,913	\$ (4,104,000)	\$ (15,609,862)	\$ (17,444,910)
7 <b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	2,227.90	-2.02%	-7.58%	-8.34%
8 <b>Total Compensation Average Cost per</b> <b>Employee</b>	\$ 102,627	\$ (1,842)	\$ (7,007)	\$ (7,830)
		-1.79%	-6.83%	-7.63%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 3.7 percent starting 7/1/10. Additionally there are 4 furlough days in 2009/10 and 5 each in 2010/11 and 2011/12*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*Step and Column movements will be frozen starting 7/1/10 until 2/1/11 at which time eligible employees will advance on the salary schedule and will receive approximately one half of the salary increase associated with that movement during 2010/11*

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

*Restoration language is included in the proposed agreement. Two re-openers in 2011-2012 for each party.*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$34 million in 10-11 before this settlement. This deficit will be significantly reduced but other cuts will need to be made.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Propose Agreement**

1. Current Year

*N/A*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*N/A*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit:		Combined General Fund CUEA		
	Column 1 Latest Board- Approved Budget Before Settlement (2nd Interim)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ -	\$ -	\$ 248,866,460
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ -	\$ -	\$ 98,596,310
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ -	\$ -	\$ 347,462,770
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 197,741,508	\$ (3,680,000)	\$ -	\$ 194,061,508
Classified Salaries (2000-2999)	\$ 56,932,973	\$ -	\$ -	\$ 56,932,973
Employee Benefits (3000-3999)	\$ 72,694,230	\$ (424,000)	\$ -	\$ 72,270,230
Books and Supplies (4000-4999)	\$ 11,729,193	\$ -	\$ -	\$ 11,729,193
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ -	\$ -	\$ 28,311,425
Capital Outlay (6000-6599)	\$ 72,256	\$ -	\$ -	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ -	\$ -	\$ 10,419,996
Direct Support/Indirect Cost (7300-7399)	\$ (670,236)	\$ -	\$ -	\$ (670,236)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 377,231,345	\$ (4,104,000)	\$ -	\$ 373,127,345
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (29,768,575)	\$ 4,104,000	\$ -	\$ (25,664,575)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ -	\$ -	\$ 6,592,298
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (23,176,277)	\$ 4,104,000	\$ -	\$ (19,072,277)
<b>BEGINNING BALANCE</b>	\$ 35,911,399			\$ 35,911,399
Prior-Year Adjustments/Restatements (9793-9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 12,735,122	\$ 4,104,000	\$ -	\$ 16,839,122
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ -	\$ -	\$ 1,455,000
Reserved for Economic Uncertainties (9770)	\$ 7,806,785	\$ -	\$ -	\$ 7,806,785
Designated Amounts (9775-9780)	\$ 3,473,337	\$ 4,104,000	\$ -	\$ 7,577,337
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	2.07%			2.09%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

CUEA

	2009-10	2010-11	2011-12
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ 251,069,889	\$ 255,783,762
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ 96,202,432	\$ 95,821,711
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ 347,272,321	\$ 351,605,473
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 194,061,508	\$ 188,650,582	\$ 192,506,391
Classified Salaries (2000-2999)	\$ 56,932,973	\$ 58,449,281	\$ 59,562,045
Employee Benefits (3000-3999)	\$ 72,270,230	\$ 74,421,126	\$ 76,071,743
Books and Supplies (4000-4999)	\$ 11,729,193	\$ 12,846,897	\$ 10,998,011
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ 27,753,779	\$ 28,455,965
Capital Outlay (6000-6999)	\$ 72,256	\$ 272,256	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ 9,775,338	\$ 9,692,200
Direct Support Indirect Cost (7300-7399)	\$ (670,236)	\$ (670,236)	\$ (670,236)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (25,664,575)	\$ (24,226,702)	\$ (25,082,902)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (19,072,277)	\$ (21,468,405)	\$ (22,324,605)
<b>BEGINNING BALANCE</b>	\$ 35,911,399	\$ 16,839,122	\$ (4,629,283)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 16,839,122	\$ (4,629,283)	\$ (26,953,888)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ 1,322,491	\$ 1,256,399
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 7,577,336	\$ 829,656	\$ 829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2009-10	2010-11	2011-12
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,462,547	\$ 7,429,980	\$ 7,533,768

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
h.	Reserve for Economic Uncertainties Percentage	2.09%	-1.83%	-7.71%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2009-10

Yes ☐

No ☒

2010-11

Yes ☐

No ☒

2011-12

Yes ☐

No ☒

### 4. If no, how do you plan to restore your reserves?

CUSD still needs to settle with two other bargaining units (CSEA and Teamsters) plus management employees (CUMA). Additionally, CUSD is in the process of identifying other budget cuts that can be made. The Board of Trustees first reviewed this list of proposed cuts on April 13 and took action on them at the May 11th board meeting. Based on current projections an additional \$8.5 million will need to be cut in 10-11 and \$17. million in 11-12.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (4,104,000)
Ending Balance Increase (Increase)		\$ 4,104,000
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ronald N. Lebs**  
**Contact Person**

\_\_\_\_\_  
**(949) 234 9214**  
**Phone**



# EXHIBIT B

SPECIAL MEETING  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

May 19, 2010

5:30 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Consideration and adoption of the agenda.

<b>ROLL CALL:</b>	<b>Present</b>	<b>Absent</b>
Anna Bryson, President	_____	_____
Ken Lopez-Maddox, Vice President	_____	_____
Jack Brick, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Larry Christensen, Member	_____	_____
Sue Palazzo, Member	_____	_____
Mike Winsten, Member	_____	_____

**OPEN SESSION**  
**5:30 p.m.**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**  
**In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings**  
**will be audio recorded.**

For information regarding Capistrano Unified School District, please visit our website:  
[www.capousd.org](http://www.capousd.org)

### III. DISCUSSION/ACTION

1. **CUSD/CUEA SETTLEMENT AGREEMENT:** Consideration and approval, recommendation of settlement agreement July 1, 2009 - June 30, 2012. (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 1

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

2. **EMPLOYMENT CONTRACT:** Consideration and approval, Executive Director II, Secondary Schools, Adult & Alternative Education. (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 14

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

### IV. BOARD/SUPERINTENDENT ANNOUNCEMENTS

### V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, JUNE 15, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

# EXHIBIT C

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
MAY 19, 2010 – 6:00 P.M.  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Winsten, and Student  
Advisor Saam Alikhani

Absent: Trustees Lopez-Maddox and Palazzo

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 5-0 vote to adopt the Board agenda. **Adoption of the Board Agenda**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

**GENERAL FUNCTIONS**

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried by a 5-0 vote to approve the three year (2009-10 through 2011-12) contract settlement with CUEA as proposed, and certify that the public disclosure of the proposed agreement with CUEA has been completed in accordance with Government Code Section 3457.5 and the changes incorporated by AB2756. **CUSD/CUEA Settlement Agreement Agenda Item 1**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried by a 5-0 vote to approve the continued employment contract of Ms. Gail Richards as Executive Director, Secondary Schools, Adult and Alternative Education. **Employment Contract Agenda Item 2**

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Winsten and Student Advisor Saam Alikhani  
NOES: None  
ABSENT: Trustees Lopez-Maddox and Palazzo  
ABSTAIN: None

Trustee Lopez-Maddox arrived at 5:32 p.m.

The meeting was adjourned at 5:33 p.m.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Secretary

*Minutes submitted by Jane Boos, Manager, Board Office Operations.*

# EXHIBIT D

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

September 28, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: CUSD/CSEA – 2010-12 SETTLEMENT AGREEMENT

---

**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the California School Employees Association Chapter 224 (CSEA) expired on June 30, 2010.

The two parties commenced negotiations on June 24, 2009. After negotiating throughout the 2009-10 school year, both parties declared impasse a year later in June 2010. The District and CSEA negotiating teams worked with a state-appointed mediator on August 18, August 26, and September 1. On September 1, 2010, both parties reached a Tentative Agreement (Exhibit A) on economic and language provisions for the 2010-2011 and 2011-2012 school years. The Tentative Agreement (TA) was ratified by CSEA members on September 15, 2010.

AB 1200, enacted in 1991, incorporated into Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including, but not limited to, the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to present the Tentative Agreement between the District and the CSEA membership (Exhibit A) to the Board of Trustees for approval. In addition to the Tentative Agreement, the Public Disclosure of AB 1200 Collective Bargaining Agreement is attached (Exhibit B).

### **FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this two-year agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$11,297,365. This savings will be realized over fiscal years 2010/11 through 2011/12 as follows:

2010/11	\$ 5,334,301
<u>2011/12</u>	<u>\$ 5,963,064</u>
<b>TOTAL</b>	<b>\$11,297,365</b>

### **STAFF RECOMMENDATION**

It is requested the Board of Trustees approve the two-year (2010/11 through 2011/12) contract settlement with CSEA as proposed (Exhibit A).

It is further recommended the Board of Trustees certify the public disclosure of the proposed agreement with CSEA has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756 (Exhibit B).

DISCUSSION/  
ACTION



**Terms of Tentative Agreement Reached Between the  
Capistrano Unified School District and  
California School Employees Association Chapter 224**

1. The following terms constitute the tentative agreement reached between the parties at 8:00 p.m. on September 1, 2010.
2. Term of the Agreement: This agreement shall be in full force and effect from July 1, 2010 to June 30, 2012. For fiscal 2011/2012 each party shall have the right to reopen two articles.
3. Except as modified herein, the agreement embodies all terms and conditions of the agreement between the Capistrano Unified School District and CSEA Chapter 224 that expired on June 30, 2010.
4. Tentative Agreements: In addition to the agreements set forth in this document, the parties incorporate by reference all other tentative agreements reached by the parties during these negotiations. Said other tentative agreements are attached to this document as Exhibit 1.
5. Work Year Modifications: Work year modifications as agreed to by the parties are attached to this document as Exhibit 2. For fiscal 2010/2011 the work modifications that commence this year are those that modify the employee work calendar to 192 work days including the following classifications- Independence Facilitator-Autism, IBI Assistant/Tutor and Senior IBI Assistant/Tutor. All other work year reductions set forth in Exhibit 2 commence in fiscal 2011/2012.
6. Salary Schedule: Section 11.1 shall be modified as follows: Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% [seven-tenths of 1%] up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.
7. Furlough Days: Section 11.1.1 shall be added as follows:

For fiscal 2010/2011 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees – 5 days
  - b. Ten month Employees- 7.5 days (see MOU)
  - c. Eleven Month Employees- 8 days
  - d. Twelve Month Employees- 9.5 days

For fiscal 2011/2012 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees- 5 furlough days
  - b. Ten Month Employees- 5.5 furlough days
  - c. Eleven Month Employees- 6 furlough days
  - d. Twelve Month Employees- 6.5 furlough days
8. Holidays as Furlough Days: For nine month employees who have a work year reduction as set forth in Exhibit 2 above, the following holidays shall serve as three of the furlough days described in section 7 above for fiscal 2010/2011- November 26, 2010; December

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23, 2010 and April 8, 2011. For Fiscal 2011/2012 the following holidays shall serve as three of the furlough days for nine month employees only--November 25, 2011; December 23, 2011, and the local spring holiday, exact date to be adopted by the Board of Trustees in the 2011/2012 calendar. For all other employees set forth in section 7 above for fiscal 2010/2011 the following days shall be unpaid days- November 26, 2010; December 23, 2010 and April 8, 2011.

9. **Scheduling of Furlough Days:** The Superintendent or designee is directed to meet with the Association to identify which days will be reduced in 2010-11 and 2011-12 by October 1, 2010.
10. **Step Freeze:** Section 11.1.2 shall be added as follows: Effective September 1, 2010 to August 31, 2011 unit members who are due a step increase on their anniversary date shall not receive said step increase for a period of one calendar year. Unit members shall receive their next occurring step increase on their following anniversary date.
11. **Elimination of Articles:** Upon the ratification of the agreement, the following articles are eliminated from the terms of the agreement:
  - a. Article 3.8 Year Round School
  - b. Article 9.3 Sick Leave Incentive
  - c. Article 10.1.1 Floating Holiday
12. **Daily Work Schedule Modifications:** the district may modify work schedules as follows:
  - a. Employee schedules that are 2.4 hours per day (hpd) or less may be adjusted to 2 hpd (Keep Food Service Workers, Food Service Cashiers).
  - b. Employees with schedules from 2.5 hpd to 3.4 hpd may be adjusted to 3 hpd
  - c. Employees with schedules 3.5 hpd to 3.9 hpd may be adjusted to 3.5 hpd
  - d. Employees with schedules 5.5 hpd to 6 hpd may be adjusted to 6 hpd
  - e. Employees with schedules 7.5 hpd and 8 hpd may be adjusted to 7 hpd (Bilingual Independence Facilitator (IF), IF SpEd, Lead Food Service I and II, Literacy Intervention Specialist, Nursing Specialist, Opportunity Assistant, Speech Language Pathologist Assistants; excludes High School Campus Supervisors, Preschool Teacher and Preschool Resource Teacher)
13. **Health and Welfare Benefits:** Amend section 12.2(a) as follows:

<u>Hours Worked</u>	<u>Percent Paid By District</u>
4 to less than 6	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Amend section 12.2 as follows:

Effective January 1, 2011, the parties agree the maximum contribution rate for all HMO health insurance plans based upon 2010 Anthem Blue Cross HMO contribution rates as follows: (1) the actual cost of the insurance up to a maximum of \$4,901.90 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$10,132.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$14,412.20 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the parties agree the maximum contribution for any POS or PPO health insurance plan based upon 2010 District contribution rates for Anthem Blue Cross POS plan at each tier of coverage as follows: (1) the actual cost of the insurance up to a maximum of \$6005.30 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$12,454.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$17,730.90 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the classified bargaining unit shall be provided with selections set forth above based upon the MEBA Plan "B" options for coverage and rates.

14. Article 4 shall be amended as follows with the following language:

4.2.2.3.1 Mediation Level

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within, ten [10] days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service [CSMCS] to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve [12] grievances. For any grievance that occurs after the 12<sup>th</sup> grievance, the mediation step may be used by mutual agreement of the parties. During the month of June 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding, the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.

15. The parties agree to retain the Memorandum of Understanding regarding "Classification Plan."

16. Restoration Language:

A. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 17.5% of these new revenues will be applied toward restoration of furlough days.

*For purposes of this calculation, ADA increases will be reduced by 50%.*

Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CSEA would receive restoration equal to 17.5% of this amount. Priority will be given to the restoration of the reduction in the student instructional year, meaning the student days would be restored first.

B. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

C. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students.

*The calculation shall include any increased ADA over 09-10 P-2 ADA not previously paid to CSEA as a result of this restoration formula.*

D. This language will remain in effect through June 30, 2012.

E. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

**Example**

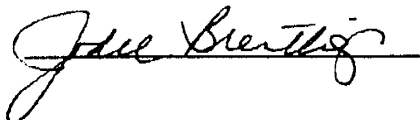
ADA INCREASE @ 50%

$$\$5,083.60 \times 100 = \$508,360$$

$$\$508,360 \times 0.5 = \$254,180 \times 17.5\%$$

Consistent with the intent of the HR Education Jobs and Medicaid Assistance Act of 2010 to protect and/or reinstate positions in education, the District will first consider how the funds may be used to preserve existing jobs, prevent additional layoffs, and/or reinstate positions eliminated through previous layoffs. Within ten days of official receipt of the funds, the District will meet with CSEA to discuss such positions that could be effected. In the event that the District chooses to use funds to offset compensation reductions for any employee group, the District agrees to re-open negotiations with CSEA.

For the District:



Date: 9-3-10

For CSEA Chapter 224:



Date: 9/3/10

CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED CHAPTER 224  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
  
CONTRACT LANGUAGE AGREEMENTS

New language is in **bold**.  
Deleted language is in ~~strikethrough~~.

**ARTICLE 2 – RECOGNITION**

The parties have reached tentative agreement on the following:

- 2.3 The exclusive representative shall not represent substitute employees, short term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative. ~~Effective January 1, 2003,~~ Student Supervisors shall be considered short-term employees, unless they serve in another classified position.

The parties have reached tentative agreement on the following:

- 2.4.1 **The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association.**

The parties have reached tentative agreement on the following:

**2.4.1.1 New Classifications**

**New classifications shall be of two types:**

1. **Those which result from the reclassification of an existing position and which are:**
  - a. **caused by a growth and/or expansion in responsibilities or from a combination of parts of former positions; or**
  - b. **those which are new in composition and scope of responsibilities.**

### ARTICLE 3 - HOURS OF EMPLOYMENT AND OVERTIME

The parties have reached tentative agreement on the following:

- 3.4.1 Employees who work at least six hours or more per day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes.

The parties have reached tentative agreement on the following:

- ~~3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work at a six hour work schedule through mutual agreement with the District.~~

The parties have reached tentative agreement on the following:

#### 3.5 Shift Differential

- ~~3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Association will mutually agree on a shift differential premium for such shift.~~

The parties have reached tentative agreement on the following:

- 3.7.1 An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. **Said adjustment shall apply to Temporary Additional Assignments [TAA].** [Consistent application of Education Code Section 45137]

The parties have reached tentative agreement on the following:

#### ~~3.8 Year Round School~~

- ~~3.8.1 Unit members who work year round schedules shall be recognized as classified employees for twelve (12) months per year (consistent with Ed Code Section 45102).~~
- ~~3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.~~

The parties have reached tentative agreement on the following:

#### 3.10 Compensatory Time

- 3.10.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District, in accordance with section 3.2.7 of this article, and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

- 3.10.1.1** At the time the employee is offered an overtime assignment, the supervisor will inform the employee if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.

The parties have reached tentative agreement on the following:

- 3.10.3** Compensatory time shall be recorded on an official form. The original will be maintained by the employee's supervisor and a copy will be provided to the employee. A new copy will be provided after any change, either through additional hours added or in a reduction of hours through payment.

The parties have reached tentative agreement on the following:

- 3.10.4** Upon separation from the District, for any reason, any accrued compensatory time will be paid in accordance with this Article at the earliest convenience of the District, but not to exceed 60 days from date of separation.

## ARTICLE 4 - GRIEVANCE PROCEDURE

The parties have reached tentative agreement on the following:

4.2.2.1 Level One - Within 30 days after the occurrence or the act of omission giving rise to the grievance, the grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

~~A An informal~~ conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within ~~five~~ **ten** days after receiving the grievance or within ~~five~~ **ten** days after the informal conference. If the immediate supervisor does not respond with the time limits, the grievant may appeal to the next level.

4.2.2.2 Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision in writing to the ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. ~~This statement~~ **The appeal** shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

~~An informal~~ A conference shall be held within **10 days of the receipt of the appeal** the stated time limits at the written request of either the grievant or the ~~Deputy Superintendent, Personnel Services~~ or designee.

The ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee shall communicate his/her decision to the grievant in writing within ten (10) days after ~~receiving~~ the appeal meeting. If the ~~Deputy Superintendent, Personnel Services~~ **department head** or designee does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.3 Level Three - In the event the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision in writing to the Assistant Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the



**grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal. The Assistant Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the Level Three meeting.**

The parties have reached tentative agreement on the following:

- 4.3.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible CSEA designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.**

The parties have reached tentative agreement on the following:

- 4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.**

## ARTICLE 5 - SAFETY

The parties have reached tentative agreement on the following:

- 5.6 Safety equipment currently required by ~~and paid for by~~ the District shall ~~continue to be paid~~ provided by the District. ~~for by the District as such equipment is required.~~

## ARTICLE 6 - EVALUATION PROCEDURE

The parties have reached tentative agreement on the following:

- 6.3 If deemed necessary by ~~the Superintendent or the~~ employee's immediate supervisor, the employee shall be evaluated at more frequent intervals.

The parties have reached tentative agreement on the following:

- 6.6 All copies are to be signed by the employee and the evaluator supervisor. ~~The fact that the employee signs, does not necessarily mean that he/she agrees with the evaluation.~~ The employee shall sign the appraisal with the understanding that the employee's signature does not mean the employee is in agreement with the evaluation, only that the evaluation has been discussed with the employee.

The parties have reached tentative agreement on the following:

- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. **Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal-discipline pursuant to Article 17.**

The parties have reached tentative agreement on the following:

- 6.7.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. ~~No attempt is to be made to average out past and present performance.~~

The parties have reached tentative agreement on the following:

- 6.7.2 Any ratings that translate to "Needs Improvement," or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Prior documentation and/or memos of prior discussions (within the evaluation period) regarding performance or behavior shall have been provided to the employee.

## ARTICLE 7 - TRANSFERS AND ASSIGNMENT

The parties have reached tentative agreement on the following:

- 7.1.2 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.

The parties have reached tentative agreement on the following:

- 7.2.1 Positions will be posted as needed, and will be open to internal and external candidates in accordance with the provisions of this Article.

The parties have reached tentative agreement on the following:

- ~~7.2.2 All qualified applicants will be placed in a pool for subsequent referral to sites or selection interviews.~~

The parties have reached tentative agreement on the following:

- ~~7.2.4 Applicants in the pool will be considered for four months or until the pool is exhausted, whichever occurs first.~~

The parties have reached tentative agreement on the following:

### Lateral Transfers

- ~~7.2.5 Internal postings will continue for lateral transfers only. Such postings shall occur upon receipt of an approved Employee Requisition for a period of five (5) calendar days and will include the location of the vacancy.~~

- ~~7.2.6 Candidates from the applicant pool will be referred after lateral transfers have been considered.~~

The parties have reached tentative agreement on the following:

- 7.3.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by **completing and submitting an on line application** ~~transfer request form on-line~~ to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

The parties have reached tentative agreement on the following:

- 7.9.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least **seven ten** working days prior to the effective date. Notification may be less than **seven ten** days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

Employees shall also receive notification of their right to a conference pursuant to ~~Article 7.8.4~~ Article 7.9.4.

The parties have reached tentative agreement on the following:

- 7.9.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. **If requested,** ~~The~~ unit members shall have the right to an Association representative at the meeting and be notified of the reasons for the transfer. ~~if they request them.~~

The parties have reached tentative agreement on the following:

- 7.9.5 Upon written request to Personnel Services, employees may also request a conference **with ~~Deputy~~ Assistant Superintendent ~~Personal~~ Personnel Services or designee** regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

## ARTICLE 8 - LEAVES

The parties have reached tentative agreement on the following:

- 8.3.2 An employee in the bargaining unit ~~whose regular assigned shift commences after 3:00 p.m. and~~ who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.

The parties have reached tentative agreement on the following:

- ~~8.5.9.1.1 Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, whether or not a substitute employee is employed.~~

The parties have reached tentative agreement on the following:

### 8.7.1.8- School Activity Leave as set forth in section 8.12 of this Article

The parties have reached tentative agreement on the following:

#### 8.12 School Activity Leave

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time, **personal necessity** or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

## ARTICLE 9 - VACATIONS

The parties have reached tentative agreement on the following:

### ~~9.3 Sick Leave Incentive~~

~~9.3.1 An employee will be eligible for an additional one day of vacation for each three month period that sick leave benefits have not been used. To be eligible for this program, the employee must have a minimum balance of five earned sick days. Such sick leave must be accrued while the unit member is employed in CUSD.~~

## ARTICLE 10 - HOLIDAYS

The parties have reached tentative agreement on the following:

~~10.1.1 The Floating Holiday must be used within each fiscal year and may not be accrued. Effective July 1, 2007 employees must have attained permanent status to be eligible to use their Floating Holiday.~~

## ARTICLE 11 - WAGES

The parties have tentative agreement on the following:

- **Effective July 1, 2010 through June 30, 2011, unit members shall not advance on the salary schedule.**

The District have tentative agreement the following:

### 11.4 Longevity

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who completes one (1) year on Step 6 and are commencing their tenth (10) year of consecutive, regular service with CUSD is are eligible for Step 10 which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their 15th year of consecutive service are eligible for Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Employees who are beginning their 20th year of consecutive service are eligible for Step 20, which shall be 2.5% higher than Step 15.



## **ARTICLE 16 - LAYOFF AND REEMPLOYMENT**

### **16.1 Definitions**

- 16.1.1 "Layoff" as used in this section, means any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee is currently serving.
- 16.1.2 "Classification" as used in this section, means that each "position" in the classified service shall have a designated title, a specific statement of the duties required to be performed by the employees in such a position, and a regular monthly salary range. Each "classification" within the District will have any number of individual "positions" with a specific number of hours per day, hours per week, and months per year.
- 16.1.3 "Bumping" or "displacement" as used in this section, is defined as the right of an employee in a classification identified by the Board for layoff to displace employees in accordance with the provisions of 16.4.2, or in other classifications which the employee has held.
- 16.1.4 "Lower Classification" as used in this section, is defined as a classification currently placed at a lower range on the salary schedule than that of the affected employee.
- 16.1.5 "Higher Classification" as used in this section, is defined as a classification currently placed at a higher range on the salary schedule than that of the affected employee.
- 16.1.6 "Length of Service" as used in this section, is defined as date of hire in a classification.
- 16.1.7 "Seniority" as used in this section, is defined as length of service within a classification, plus higher classification.
- 16.1.8 No permanent or probationary classified employee shall be laid off or voluntarily reduced from any position while employees serving under short-term or substitute status are retained in positions of the same classification.
- 16.1.9 A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this Article.

### **16.2 Reasons for Layoff**

- 16.2.1 Reason(s) for layoff shall be for lack of funds and/or lack of work.
- 16.2.2 Layoff results in the elimination of a position or reduction in assigned time.
- 16.2.3 Layoffs occur as follows:
  - 16.2.3.1 When as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employee laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and rehire rights. However, if the termination date of any specially funded program is other

than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

16.2.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Section 16.2.3

**16.3 Computation of Seniority**

16.3.1 Length of service in a classification shall be the only criterion used to determine seniority.

16.3.2 In the event two or more employees in the same classification hold the same seniority date, seniority order shall be determined by lot. Drawings by lot will be observed by a CSEA representative. The lot procedure will be by mutual consent of the District and CSEA.

16.3.3 Employees must have held a position in a classification to accrue seniority.

16.3.4 If an employee is assigned to a position in a lower classification seniority accumulation for the higher class discontinues.

16.3.5 When reclassification results in the upgrade of the classification seniority date shall be the effective date of reclassification unless the District and CSEA agree otherwise writing.

**16.4 Order of Layoff, Notification, Employee Rights**

16.4.1 The specific positions to be eliminated or reduced shall be determined by the Board.

16.4.2 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

16.4.3 Senior employees shall bump the least senior employees in their own classification as follows: Employees shall bump the least senior employee in the classification that has at least the same number of hours per day and months per year. In the event a bump of equal number of hours per day and months per year is not available, the employee shall bump the least senior employee in the classification that is the closest to the daily hours per day and months per year. The same standard shall hold for employees bumping into a lower classification for which they have bumping rights.

16.4.4 If a vacancy exists within the same classification, the employee affected by layoff shall be offered vacant positions based on seniority, and if possible without increasing the assigned time.

- 16.4.5 If no vacancy exists within the same classification, the employee affected by layoff from his/her present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.
- 16.4.6 Employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.

**16.5 Rehire**

- 16.5.1 The names of employees who are laid off, displaced or have hours reduced in lieu of layoff shall be placed on the rehire list for the classification from which they were laid off.
- 16.5.2 The rehire list for a classification shall be used before any other means of filling vacancies for that classification except for senior classified employees with superior statutory rights also facing layoffs. Offers to rehire shall be made first to the employee with the greatest seniority and shall be in reverse order of layoff.
- 16.5.3 Employees who are laid off are eligible for rehire for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 16.5.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for rehire for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 16.5.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former classifications or to positions with increased assignment time as vacancies become available.
- 16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within 10 calendar days or accepts a position and fails to report for work within two calendar weeks from the date of acceptance shall be removed from the rehire list and shall forfeit all rights to which he/she would otherwise be entitled.

**16.6 Retirement in Lieu of Layoff**

- 16.6.1 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employee's Retirement System (PERS) shall be placed on an appropriate rehire list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to layoff. If the employee is subsequently subject to rehire and accepts, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed the employee's request for reinstatement from retirement

*The district shall not subcontract the work of laid off employees and shall honor all such prohibitions on subcontracting as set for in Education Code section 45103.1.*

*Employees subject to layoff shall be appointed to any vacancies for which they are deemed qualified by the District. Qualifications for a position may be determined through an interview and selection process. When multiple affected employees are deemed equally qualified for a position, each shall be entitled to participate in the interview and selection process.*

*Nothing in this article, including the definition of "layoff," shall be deemed a waiver of the right of CSEA to negotiate the impacts and effects of a decision to layoff or the decision and impacts and effects of reductions in assigned time.*

*Bumping into a classification with fewer assigned hours, including within a classification, shall not be considered a reduction in assigned time.*

**9 ½ MONTH EMPLOYEES:**

Behavior Intervention Assistant	Senior IBI Assistant/Tutor
Bilingual Clerk	Speech and Language Pathologist Asst (SLPA)
Bilingual Community Services Liaison	Storekeeper/Deliver Driver (Food Services)
Bilingual Independence Facilitator	
Bilingual Inst Asst	
Bilingual Inst Asst-Preschool	
Bilingual Inst Asst-Special Education	
Bilingual Instructional Assistant - Community Education ESL	
Caregiver-Special Education	
Certified Occupational Therapist Asst (COTA)	
Elementary Library Media Technician	
Elementary School Clerk	
Food Service Elementary Cashier	
Food Service Worker	
Health Assistant	
High School Campus Supervisor	
IBI Assistant/Tutor	
Independence Facilitator-Autism	
Independence Facilitator-SpEd	
Infant/Toddler Child Care Provider	
Inst Asst-Community Ed ESL	
Inst Asst-Community Education	
Inst Asst-Computer Lab	
Inst Asst-Culinary Arts	
Inst Asst-ELD	
Inst Asst-Preschool	
Inst Asst-Science	
Inst Asst-SH Swimming	
Inst Asst-Sp Ed Preschool	
Inst Asst-Special Education	
Inst Music Assistant	
Instructional Assistant	
Intermediate Office Assistant (Elem Svcs)	
Interpreter for the Hearing Impaired	
Lead Food Service Worker I	
Lead Food Service Worker II	
Licensed Vocational Nurse	
Literacy Intervention Assistant	
Middle School Campus Supervisor	
Noon Aide	
Nursing Specialist	
Opportunity Assistant	
Preschool Resource Teacher	
Preschool Teacher	
School Clerk I	
School Secretary I (K-8)	
Sub-Total	180
Vacation	12
Total	192

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**10 MONTH EMPLOYEES:**

High School Attendance Clerk
School Clerk I (Middle/High School)
School Clerk II
School Secretary I (K-8)
School Secretary I (Middle/High School)
School Secretary I (Comm Ed)
School Secretary II (Middle/High School)

Sub-Total	187
Vacation	13
Total	200

**10 ½ MONTH EMPLOYEES:**

Bilingual Elementary School Clerk
Bilingual Elementary School Office Manager
Elementary School Clerk
Elementary School Office Manager
High School Library Media Clerk
High School Library Media Technician
Middle School Library Media Technician

Sub-Total	203
Vacation	13
Total	216

**10 ¼ MONTH EMPLOYEES:**

Academic Advisor
Account Clerk III (Food Services)
Accounting Technician I (Preschool)
Activities Account Clerk
Alternative Education Office Manager
Bilingual Staff Secretary (LAC)
Braille Transcriber
Buyer (Food Services)
Community Education Office Manager
Head Academic Advisor
High School Office Manager
Intermediate Office Assistant (Elem Svcs/Music)
Job Technician I (SCHS)
Licensed Vocational Nurse
Middle School Office Manager
Nursing Specialist
Occupational Therapist
Research & Assessment Technician
Registrar
School Clerk I (Comm Ed)
School Secretary I (Alternative Schools)
School Secretary II
School Receptionist
Theater Manager

Sub-Total	208
Vacation	13
Total	221



## 12 MONTH EMPLOYEES:

Account Clerk I
Account Clerk II
Account Clerk III
Accounting Tech I
Accounting Tech II
Assistant Buyer
Attendance/Accounting Tech
Benefits Technician
Bilingual Clerk
Bilingual Intermediate Office Assistant
Bindery Worker
Bingl Inst Asst-Preschool (Full Day State Program)
Buyer (Purchasing)
Buyer/Planner
Custodian I
Custodian II
Custodian III
Custodian IV
District Receptionist
District Registrar
Early Intervention Transition Spec
Electronic Specialist
Enrollment Technician
Grounds Equipment Operator
Groundskeeper
Heat & A/C Conditioning Asst
Heating A/C & Refrigeration Tech
Heavy Equipment Operator
Info Systems Specialist I
Info Systems Specialist II
Info Systems Specialist III
Inst Asst-Preschool (Full Day State Program)
Instructional Materials Specialist
Intermediate Office Assistant
Inventory/Parts Specialist
Irrigation Specialist
Job Technician I (Career Preparation)
Job Technician II
Lead Accounting Tech
Lead Intermediate Office Assistant
Lead Programmer/Analyst
Lead Warehouse Worker (Food Svcs)
Maintenance Carpenter

Maintenance Electrician
Maintenance Locksmith
Maintenance Painter
Maintenance Planner
Maintenance Plumber
Maintenance Operations Storekeeper
Maintenance Welder
Payroll Specialist
Personnel Assistant
Pesticide Applicator Technician
Physical Therapist
Pool Maintenance Technician
Preschool Teacher (Full Day State Program)
Reprographics Technician
Research/Evaluation Analyst
Risk Management Lead
School Clerk I (Comm Ed)
Senior Staff Secretary
Special Education Legal Specialist
Staff Secretary
Storekeeper/Delivery Driver
Technology Support Spec I
Technology Support Spec II
Technology Support Spec III
Technology Support Spec IV
Training/User Support Spec
User Support Specialist
Web Master

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Capistrano Unified School District  
Name of Bargaining Unit: CSEA  
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2012  
(date) (date)

The Governing Board will act upon this agreement on: September 28, 2010  
(date)

**A. Proposed Change in Compensation**

	Compensation	Annual Cost Prior to Proposed Agreement FY 2010-11	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1	Salary Schedule (0.7%) Effective 7/01/10	\$ 56,071,400	\$ (320,460)	\$ -	\$ -
2	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ (921,039)	\$ (921,039)	\$ (939,460)
3	Other Compensation - Furlough days	\$ -	\$ (1,945,063)	\$ (1,217,611)	\$ -
	Description of other compensation Assignment adjustments		\$ (700,523)	\$ (1,242,464)	\$ (813,476)
4	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc		\$ (873,816)	\$ (760,074)	\$ (394,059)
5	Health/Welfare Plans		\$ (573,400)	\$ (1,821,876)	\$ (3,177,500)
6	Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 56,071,400	\$ (5,334,301)	\$ (5,963,064)	\$ (5,324,495)
7	Total Number of Represented Employees (Use FTEs if appropriate)	1,432.00	-9.51%	-10.63%	-9.31%
8	Total Compensation Average Cost per Employee	\$ 39,156	\$ (3,725)	\$ (4,164)	\$ (3,718)
			-9.51%	-10.63%	-9.50%

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9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 0.7 percent from 7/1/10 to 6/30/11. Additionally there are between 5 and 12.5 furlough days or unpaid holidays in 10-11 and 5 and 6.5 furlough days in 2011-12 depending on the employee's work calendar.*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*A freeze in step movement will be implemented for one full year effective September 1, 2010 until August 31, 2011*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 1.53% in 2010-11 result from work calendar adjustments and work hour adjustments that will be partially implemented in 2010-11 and fully implemented in 2011-12*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language including limited mediation for grievances and restoration language*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**  
Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.**

*1. Limited reopeners in 2011-12*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projected a deficit of \$5.5 million in 10-11 before this settlement. This deficit will now be eliminated once other budget adjustments are made at first interim.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

*N/A Since the settlement is a decrease there are no increased obligations.*

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

*N/A*

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA				
Forest Bargaining Unit				
	Column 1 Latest Board- Approved Budget Before Settlement (Revised Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ -	\$ -	\$ 249,817,746
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ -	\$ -	\$ 97,159,478
<b>TOTAL REVENUES</b>	\$ 346,977,224	\$ -	\$ -	\$ 346,977,224
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ -	\$ -	\$ 185,962,543
Classified Salaries (2000-2999)	\$ 56,645,677	\$ (3,887,084)	\$ -	\$ 52,758,593
Employee Benefits (3000-3999)	\$ 72,943,233	\$ (1,447,217)	\$ -	\$ 71,496,016
Books and Supplies (4000-4999)	\$ 17,797,629	\$ -	\$ -	\$ 17,797,629
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ -	\$ -	\$ 26,021,750
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ -	\$ -	\$ 9,842,273
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 368,687,940	\$ (5,334,301)	\$ -	\$ 363,353,639
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,710,716)	\$ 5,334,301	\$ -	\$ (16,376,415)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,952,419)	\$ 5,334,301	\$ -	\$ (13,618,118)
<b>BEGINNING BALANCE</b>	\$ 25,676,334			\$ 25,676,334
Prior-Year Adjustments/Restatements (9793-9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,723,915	\$ 5,334,301	\$ -	\$ 12,058,216
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 1,841,121	\$ 5,334,301	\$ -	\$ 7,175,422
Designated Amounts (9775-9780)	\$ 4,557,794	\$ -	\$ -	\$ 4,557,794
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.50%			1.97%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Enter Bargaining Unit:		Combined General Fund CSEA		
	2010-11	2011-12	2012-13	
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement	
REVENUES				
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ 255,277,836	\$ 261,672,240	
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ 93,021,787	\$ 83,745,098	
TOTAL REVENUES	\$ 346,977,224	\$ 348,299,623	\$ 345,417,338	
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ 189,680,910	\$ 191,317,668	
Classified Salaries (2000-2999)	\$ 52,758,593	\$ 55,408,875	\$ 57,926,630	
Employee Benefits (3000-3999)	\$ 71,496,016	\$ 71,810,612	\$ 71,945,959	
Books and Supplies (4000-4999)	\$ 17,797,629	\$ 9,875,043	\$ 8,950,893	
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ 26,104,176	\$ 27,107,701	
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000	
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ 9,651,953	\$ 9,834,412	
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)	
Other Adjustments-Additional Cuts Needed				
TOTAL EXPENDITURES	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560	
OPERATING SURPLUS (DEFICIT)	\$ (16,376,415)	\$ (13,660,744)	\$ (21,052,222)	
TRANSFERS IN & OTHER SOURCES (8910-8979)	\$ 2,758,297	\$ 2,639,278	\$ 2,486,268	
TRANSFERS OUT & OTHER USES (7610-7699)	\$ -	\$ -	\$ -	
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (13,618,118)	\$ (11,021,466)	\$ (18,565,954)	
BEGINNING BALANCE	\$ 25,676,334	\$ 12,058,216	\$ 1,036,750	
CURRENT-YEAR ENDING BALANCE	\$ 12,058,216	\$ 1,036,750	\$ (17,529,204)	
COMPONENTS OF ENDING BALANCE:				
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000	
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)	
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -	
Board Designated Amounts (9775-9780)	\$ 4,557,794	\$ 3,829,656	\$ 3,829,656	
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -	
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -	

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## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,267,073	\$ 7,239,207	\$ 7,329,391

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
h.	Reserve for Economic Uncertainties Percentage	1.97%	-0.86%	-5.92%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2011-12	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2012-13	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

For 10-11 budget revisions will be made at first interim which will bring CUSD up to a 2% reserve level. For 11-12 and beyond necessary reductions will be made.



**I. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (5,334,301)
Ending Balance Increase (Increase)		\$ 5,334,301
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ronald N. Lebs**  
**Contact Person**

\_\_\_\_\_  
**(949) 234 9214**  
**Phone**

# EXHIBIT E

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EXHIBIT A  
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**SPECIAL MEETING**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

September 28, 2010

6:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ROLL CALL:**

**Present**

**Absent**

Anna Bryson, President  
Ken Lopez-Maddox, Vice President  
Jack Brick, Clerk  
Ellen M. Addonizio, Member  
Larry Christensen, Member  
Sue Palazzo, Member  
Mike Winsten, Member  
Larson Ishii

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

**5:30 p.m.**

**REPORT ON CLOSED SESSION ACTION**

**BOARD AND SUPERINTENDENT COMMENTS**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the September 14, 2010, Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1

#### BUSINESS & SUPPORT SERVICES

2. AWARD REQUEST FOR QUALIFICATIONS AND PROPOSALS: Approval, Award of Request for Qualification/Proposals No. 2-1011, Construction Manager/District's Representative - Edenco, Inc.  
(Supporting Information)  
*Contact: Joe Farley, Superintendent* 9
3. SAN DIEGO GAS & ELECTRIC AGREEMENT (LA PATA STREET LIGHTING): Approval, Execution of Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities - San Diego Gas & Electric (La Pata Street Lighting).  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 13
4. SAN JUAN HILLS HIGH SCHOOL BID REJECTION: Approval, rejection of Bid No. 0910-13, San Juan Hills High School 30-meter Pool/Support Building.  
(Supporting Information: This information describes the reason for this action and the plans for rebidding the Pool/Support Building project)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 31

#### PERSONNEL SERVICES

5. INTERNSHIP CONTRACT AGREEMENT: Approval, Internship Contract Agreement with Chapman College to extend the field-based support of developing teachers.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel* 45

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_  
ROLL CALL:  
Student Advisor Larson Ishii \_\_\_\_\_  
Trustee Addonizio \_\_\_\_\_ Trustee Palazzo \_\_\_\_\_  
Trustee Brick \_\_\_\_\_ Trustee Lopez-Maddox \_\_\_\_\_  
Trustee Christensen \_\_\_\_\_ Trustee Winsten \_\_\_\_\_  
Trustee Bryson \_\_\_\_\_

NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.

#### IV. DISCUSSION/ACTION

6. **CUSD/CSEA SETTLEMENT AGREEMENT:** Consideration and Approval. CUSD/CSEA 2010-2012 settlement agreement. (Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel Services*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 53

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

#### V. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, OCTOBER 12, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

#### VI. CLOSED SESSION

7. Closed Session (as authorized by law)
- A. **LIABILITY CLAIM**  
Claimant: Claim No. 08-63474DP  
(Pursuant to Government Code §54956.9(a))
  - B. **PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT**
    - 1) Executive Director, Facilities & Plant Operations  
(Pursuant to Government Code §54957)
  - C. **CONFERENCE WITH LABOR NEGOTIATORS**  
Dr. Joseph M. Farley/Jodee Brentlinger/Ron Lebs  
Employee Organization:
    - 1) Capistrano Unified Education Association (CUEA)  
(Pursuant to Government Code §54957.6)

# EXHIBIT F

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
SEPTEMBER 28, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding a Liability Claim; discuss Public Employee Appointment/Employment; and discuss CUEA negotiations.

The special meeting of the Board reconvened to open session and was called to order by President Bryson at 6:00 p.m.

The Pledge of Allegiance was led by Trustee Addonizio.

Present: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

Absent: Trustees Christensen and Lopez-Maddox

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Addonizio, seconded by Trustee Palazzo, and carried by a 5-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item 7A – Liability: Claim No. 08-63474DP.**

The Board voted by a 5-0 vote to authorize the settlement of Liability Claim #08-63474DP in the amount of \$29,500.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

NOES: None

ABSENT: Trustees Christensen and Lopez-Maddox

**Agenda Item #7B – Public Employee Appointment/Employment—Administrative Assignment:**

The Board voted by a 5-0 vote to approve the appointment of Randall Rowles, Executive Director, Facilities and Plant Operations.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten

NOES: None

ABSENT: Trustees Christensen and Lopez-Maddox

**Agenda Item 7C – CUEA Negotiations:** No action was taken.

President Bryson commented that she had visited Don Juan Avila Elementary and Don Juan Avila Middle schools and that she is very impressed with their wonderful programs.

**Board and Superintendent Comments**

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

**Items Pulled from the Consent Calendar**



The following speakers addressed the Board on Consent items not pulled by Trustees:

Item #2 Award Request for Qualifications/Proposals; Item #3 SDGE Agreement; and Item #4 SJHHS Bid Rejection:

- *John Novak thanked the Board for moving quickly on the RFQ&P for the Construction Manager position and asked for clarification regarding the SDG&E Agreement, specifically the use of CFD 98-2 as the funding source. Mr. Novak also commended the Board for their diligence and courage to take on the SJHHS pool project.*

Item #2 Award Request for Qualifications/Proposals; Item #4 SJHHS Bid Rejection; and Item # 5 Internship Contract Agreement:

- *Martha McNicholas asked Trustees to look more carefully at what goes on the Consent Calendar as some items do not appear to be routine and should be put on the regular agenda for action.*

## CONSENT CALENDAR

It was moved by Trustee Palazzo, seconded by Trustee Brick, and motion carried by a 5-0 vote to approve the following Consent Calendar items:

Minutes of the September 14, 2010, Regular Board Meeting.

**Minutes  
Agenda Item 1**

Award of Request for Qualification/Proposals No. 2-1011, Construction Manager/District's Representative.

**Construction  
Manager  
Agenda Item 2**

Execution of Agreement for Extension and Construction of Overhead/Underground Electric and Gas Facilities, San Diego Gas & Electric (La Pata Street Lighting).

**SDG&E  
Agreement  
Agenda Item 3**

Intern Agreement with Chapman College to extend the field-based support of developing teachers.

**Intern Agreement  
Agenda Item 4**

Rejection of Bid No. 0910-13. San Juan Hills High School 30-meter Pool/Support Building.

**San Juan Hills  
High School Bid  
Rejection  
Agenda Item 5**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten  
NOES: None  
ABSENT: Trustees Christensen and Lopez-Maddox  
ABSTAIN: None

## DISCUSSION/ACTION

President Bryson recognized Assistant Superintendent Jodee Brentlinger to present this item. Mrs. Brentlinger stated that the agreement was mutually negotiated through mediation and avoided prolonged Fact Finding. Mrs. Brentlinger highlighted several ongoing structural changes: 1) 12 articles within the contract were modified providing better clarity and direction for CSEA employees and management; 2) consolidated calendars and hours worked per day providing both clarity and flexibility for employees and the District; 3) incorporated a sliding scale for Health and Welfare Benefits contributions; and 4) salary concessions through step and column freezes, salary schedule reductions, and a proration of furlough days based upon the calendar of the employees. Mrs. Brentlinger shared that the tentative agreement was overwhelmingly approved by CSEA members on September 15.

**CUSD/CSEA  
Settlement  
Agreement  
Agenda Item 6**

The following speakers addressed the Board:

- *Colleen Lamb asked the Board to consider the concession on the settlement agreement that reduces the hours of food service workers and how this will impact food service to students.*
- *Tina LaBate and Dorothy Friedlander stated that reducing the hours IBI employees work would be a hardship for their students and asked Trustees not to approve the cut.*
- *Ronda Walen stated that this agreement is the result of more than a year of hard work on both sides of the table. Ms. Walen asked the Board to consider the sacrifice being made by CSEA members.*

It was moved by Trustee Addonizio, seconded by Trustee Brick, and motion carried by a 5-0 vote to approve the two year (2010-2012) contract settlement with CSEA as proposed, and to certify that the public disclosure of the proposed agreement with CSEA has been completed in accordance with Government Code §3457.5 and the changes incorporated by AB2756. President Bryson requested a roll call vote.

AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and Winsten  
NOES: None  
ABSENT: Trustees Christensen and Lopez-Maddox  
ABSTAIN: None

The meeting adjourned at 6:20 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*

# EXHIBIT G

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 3, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Ron Lebs, Deputy Superintendent Business & Support Services

SUBJECT: 2010/11 SALARY REDUCTIONS: CAPISTRANO UNIFIED  
MANAGEMENT ASSOCIATION

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**BACKGROUND INFORMATION**

On June 29, 2010, the Board of Trustees and the members of the District's management team, Capistrano Unified Management Association (CUMA), reached agreement on a salary reduction/benefits cap/compensation package for fiscal year 2010/11. The terms of the compensation package herein were proposed and approved as part of the 2010/11 budget adoption to help offset the projected deficit and balance the 2010/11 fiscal year budget.

**CURRENT CONSIDERATION**

CUMA has agreed to take a compensation reduction through a combination of furlough days, salary reduction, and benefits cap as described below:

1. Furlough Days – All management and confidential (CUMA) employees will take eight mandatory furlough days with a corresponding reduction in salary.
2. Salary Reduction – For fiscal year 2010/11, the management and confidential (CUMA) salary schedules will be based on the 2008/09 salary schedules with a 3.7% reduction.
3. Benefits Cap – Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage), the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$6,005.30 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$12,454.40 per year; and (c) for employees electing Employee plus two or more coverage (family

coverage), the District will pay for the actual cost of insurance up to a maximum of \$17,730.90 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental, and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision, or dental plan and tier of coverage (i.e. employee only, employee plus one dependent, or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The six dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above.

4. Create Uniformity of Service Days – All principals will work a positive work-year calendar (no vacation accrual). Principal work years will be defined in Board Policy 4313 which will be revised to reflect this change. Seventeen elementary principals will have their salaries Y-Rated at their 2009/10 classification for 2010/11 to include the salary schedule decrease as part of their 3.7% salary rollback.
5. Affected Employees – This salary reduction and additional furlough day adjustment applies to all management and confidential employees (excluding Teaching Assistant Principals II).
6. Duration – This salary reduction and mandatory furlough days apply to the 2010/11 fiscal year; the benefit caps are ongoing.
7. Implementation of Furlough Days - Collaborating with his or her supervisor, each employee will develop a work year calendar and schedule furlough days in order to minimize the inconvenience and impact to the District.

#### **FINANCIAL IMPLICATIONS**

The estimated general fund savings resulting from this salary reduction is \$1,470,000.

#### **STAFF RECOMMENDATION**

It is respectfully recommended the Trustees approve the proposed CUMA salary reduction outlined herein.

# EXHIBIT H

**SPECIAL MEETING**

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES**

33122 Valle Road  
San Juan Capistrano, CA 92675

August 3, 2010

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

**ROLL CALL:**

**Present**

**Absent**

Anna Bryson, President

\_\_\_\_\_

\_\_\_\_\_

Ken Lopez-Maddox, Vice President

\_\_\_\_\_

\_\_\_\_\_

Jack Brick, Clerk

\_\_\_\_\_

\_\_\_\_\_

Ellen M. Addonizio, Member

\_\_\_\_\_

\_\_\_\_\_

Larry Christensen, Member

\_\_\_\_\_

\_\_\_\_\_

Sue Palazzo, Member

\_\_\_\_\_

\_\_\_\_\_

Mike Winsten, Member

\_\_\_\_\_

\_\_\_\_\_

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

5:30 p.m.

**REPORT ON CLOSED SESSION ACTION**

**BOARD AND SUPERINTENDENT COMMENTS**

**PUBLIC COMMENTS TO AGENDA ITEMS ONLY**

**RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### CURRICULUM & INSTRUCTION

PAGE #

1. REVISED 2010-2011 SCHOOL CALENDAR: Approval, revisions to the 2010-2011 School Calendar. 1  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education*  
*Michelle Benham, Executive Director, Assessment and Research*
- ~~2. PROPOSED 2011-2012 SCHOOL CALENDAR: Approval, adoption of the~~ 5  
~~proposed 2011-12 School Calendar. ITEM PULLED ON 8-2-10~~  
~~(Supporting Information)~~  
~~*Contact: Julie Hatchel Assistant Superintendent, Education*~~  
~~*Michelle Benham, Executive Director, Assessment and Research*~~

#### BUSINESS & SUPPORT SERVICES

3. FACILITIES AGREEMENT RENEWAL: Approval, renewal of Use of Facilities 9  
Agreement with Journey Charter School at Foxborough.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
4. SALARY REDUCTION: Approval, Capistrano Unified Management Association 19  
(CUMA) 2010-2011 Salary Reductions.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
5. QUALIFICATIONS AND PROPOSALS: Approval, advertise for Request for 21  
Qualifications and Proposals (RFQ-P) No. 2-1011, Construction  
Manager/Owner's Representative.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Lopez-Maddox \_\_\_\_\_

Trustee Christensen \_\_\_\_\_

Trustee Winsten \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.**



#### IV. ADJOURNMENT

**THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON TUESDAY, AUGUST 10, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT OFFICE BOARD ROOM, 33122 VALLE ROAD, SAN JUAN CAPISTRANO, CALIFORNIA**

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

#### V. CLOSED SESSION

6. Closed Session (as authorized by law)

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION

Number of cases: Three Cases

*(Pursuant to Government Code §54956.9(a))*

Case No. 1

Superior Court of the State of California

County of Orange

Case No. 00300788

Whispering Hills LLC v. Capistrano Unified School District

Case No. 2

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00180049

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Mission Viejo, a municipal corporation v. CUSD

Case No. 3

Superior Court of the State of California

County of Orange – Central Justice Center

Case No. 00207543

Petition for Writ of Mandate Pursuant to the California Environmental Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Rancho Santa Margarita, a municipal corporation, v. CUSD

B. CONFERENCE WITH LABOR NEGOTIATOR

Dr. Joseph M. Farley

Employee Organization:

1) Capistrano Unified Education Association (CUEA)

2) Capistrano School Employees Association (CSEA)

3) Teamsters

*(Pursuant to Government Code §54957.6)*

C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION –

Superintendent

*(Pursuant to Government Code §54957)*

# EXHIBIT I

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – SPECIAL MEETING  
AUGUST 3, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. The Board recessed to closed session to: confer with Legal Counsel regarding Existing Litigation (three cases); confer with Labor Negotiator regarding CSEA/CUEA/Teamsters negotiations; and discuss Public Employee Performance Evaluation.

The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:04 p.m.

The Pledge of Allegiance was led by Trustee Christensen.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent Record**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the Board Agenda**

President Bryson reported the following action taken during closed session:

**President's Report From Closed Session Meeting**

**Agenda Item #6 A-1 – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. No action was taken.

**Agenda Item #6 A-2 & 3 - Conference with Legal Counsel – Existing Litigation:** City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. No action was taken.

**Agenda Item 6 B – Negotiations: CSEA/CUEA/Teamsters:** No action was taken.

**Agenda Item 6 C – Public Employee Performance Evaluation — Superintendent:** No action was taken.

Dr. Farley stated that he had completed his first month as Superintendent and thanked Trustees for the opportunity and for their positive comments.

**Board and Superintendent Comments**

President Bryson commented that working with Dr. Farley is a revelation of talent, expertise, and knowledge, of every facet of the world of education.

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. No items were pulled.

**Items Pulled from the Consent Calendar**

The following speaker addressed the Board on Consent Item not pulled by Trustees:

**Item #5 Qualifications and Proposals**

- *John Novak stated he was discouraged that the San Juan Hills High School stadium and track project was not listed in the RFQ. Mr. Novak asked Trustees to keep both the pool and stadium projects on their radar.*

Trustee Addonizio clarified that the pool and track/bleachers were two separate projects and will be considered as two separate items by the Board. Trustee Winsten confirmed with Ron Lebs, Deputy Superintendent, Business and Support Services, that the pool had already gone out for bid and staff would be bringing the item to Trustees at the next Board meeting. Trustee Winsten added that the stadium project was being actively worked on.

## CONSENT CALENDAR

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the following Consent Calendar items:

Revisions to the 2010/2011 School Calendar.

**2010/2011 School  
Calendar Revisions  
Agenda Item 1**

~~Proposed 2011/2012 School Calendar.~~ This item was pulled off the agenda listing on 8/2/10 and will be brought back to a future meeting.

**2011/2012 School  
Calendar  
Agenda Item 2**

Renewal of Use of Facilities Agreement with Journey Charter School at Foxborough.

**Use of Facilities  
Agreement  
Agenda Item 3**

Capistrano Unified Management Association (CUMA) 2010-2011 Salary Reductions.

**Salary Reduction  
Agenda Item 4**

Advertise for Request for Qualifications and Proposals (RFQ-P) No. 2-1011, Construction Manager/Owner's Representative.

**Qualifications and  
Proposals  
Agenda Item 5**

ROLL CALL: AYES: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

The Board recessed at 7:10 p.m. to conclude the discussion on the Superintendent's performance evaluation.

The meeting adjourned at 7:57 p.m.

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Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boos, Manager, Board Office Operations*

# EXHIBIT J

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 29, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Jodee Broglinger, Assistant Superintendent, Personnel Services

SUBJECT: **CUSD/TEAMSTERS—RECOMMENDATION OF TENTATIVE  
AGREEMENT—JULY 1, 2009 – JUNE 30, 2012**

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**BACKGROUND INFORMATION**

The collective bargaining agreement between Capistrano Unified School District and the Teamsters Union Local 952 expired on June 30, 2008. Ten negotiation sessions were held between September 24, 2009 and June 16, 2010. The parties reached a tentative agreement on economic issues as well as language changes for the 2009-10, 2010-11, and 2011-2012 school years. The tentative agreement was ratified on June 21, 2010. A copy of the Tentative Agreement is attached as Exhibit A.

AB 1200, enacted in 1991, incorporated Government Code Section 3547.5, which requires school districts to make public disclosure of collective bargaining agreements. This requirement stipulates that a public school employer must disclose the major provisions of the agreement, including but not limited to the costs that will be incurred in the current and subsequent years. AB 2756, enacted in 2004, added additional provisions which require district administration to certify that the district can meet its financial obligations under the proposed agreement. It further stipulates that if the school district does not adopt necessary budget revisions to meet the collective bargaining agreement provisions, the county superintendent of schools shall issue a qualified or negative certification for the next interim report.

**CURRENT CONSIDERATIONS**

The purpose of this agenda item is to present the tentative agreement between the District and the Teamsters, Exhibit A, to the Board of Trustees for ratification. In addition to the Tentative Agreement, the Public Disclosure of the AB 1200 Collective Bargaining Agreement is attached as Exhibit B.

**FINANCIAL IMPLICATIONS**

The total estimated fiscal impact of this agreement, if approved by the Board of Trustees, is a savings to the District of approximately \$1,118,54. The savings will be realized over fiscal years 2010/11 and 2011/12.

AGENDA ITEM 19

**STAFF RECOMMENDATION**

It is respectfully requested that the Board of Trustees approve the three year (2009-10 through 2011-12) contract settlement with Teamsters as proposed, in Exhibit A.

It is further recommended that the Board of Trustees certify that the public disclosure of the proposed agreement with Teamsters has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756, Exhibit B.

**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**June 16, 2010**

- 2.2.1 Add to Representation "Lead Driver"
- 2.5 New work
- 9.2.12 Vacation Selection
- 10.6 Furlough Days
- 11.1 Wages
- 12.1 Health benefits
- 14.2.5 Side letter added to Contract
- 18.1.1 Fuel Every Other Day
- 18.1.6 Medical leave, Doctors note before bid
- 18.1.11 Bidding of open routes
- 18.4.3.1 Monthly Inservice Meetings
- 18.8.3.1 No vacations for drivers during summer school recess work
- 18.9.7 Uniform shirts-every other year
- 18.9.9 Old shirts must be returned
- 18.10.3 Dispatch O/T
- Split Shift for Non Workweek Overtime Assignments
- Delegated Behind the Wheel Trainers
- Salary Schedule Changes
- Two bid process, Pilot Program
- MOU - Last Minute Assignments with less than 30 minutes O/T

TR  



### Length of Agreement

This concludes negotiations and closes the contract between Teamsters and Capistrano Unified School District for the 2009-2010 and 2010-2011. The duration of the agreement shall be for the 2010-2011 and 2011-2012 school years, expiring on June 30, 2012.

Each party will have the right to re-open two Articles in 2011-2012. Additional Articles may be opened by mutual agreement of both parties.

It is agreed that if the Capistrano Unified Educators Association are afforded restoration as per their collective bargaining agreement during the 2010-2011 school year, the District agrees to meet and confer with Teamsters.

TH (N) JCR

**Article 1 - Agreement**

- 1.1 This agreement is made and entered into this **fifteen** day of **June 2010** by and between the Capistrano Unified School District, hereinafter referred to as "District", and General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2012, when it shall terminate.

**Article 2 - Recognition**

- 2.1 The District recognizes the Union as the exclusive bargaining representative in accordance with Section 3540.1 (e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.

**2.2 Representation**

The exclusive representative shall represent classified employees who are full-time or part-time, probationary or permanent employees, and who hold positions in the Transportation Department of the District as listed in Article 2.2.1 below.

- 2.2.1 Automotive Mechanic  
Transportation Dispatcher; 10, 11, and 12-month position  
Heavy Duty Mechanic  
School Bus Driver  
School Bus Inspector/Serviceperson  
Vehicle Maintenance Leadperson  
Vehicle Serviceperson  
Delegated Behind the Wheel Trainer  
Lead Driver

- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code, employees who are not listed in Section 2.2.1 above, and management, confidential, and supervisory employees as listed in Board Policy Number 2411 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative.

- 2.3.1 All District classifications designated Management, Supervisory, Confidential and any designated per Government Code Section 3540.1.

TA

Exhibit A  
Page 3 of 24

## TEAMSTERS

### LOCAL 952

- 2.5 New work that falls within the scope of Article 2.2 shall be negotiated with the exclusive representative. New work shall include, but not limited to work/items that are currently not covered by this agreement. Should a vote be required, the vote shall be held among the appropriate seniority unit employees being assigned the negotiated work.

6-11-10

TA  

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

TEAMSTERS

Vacation

- 9.2.12 Drivers may bid for vacation periods ~~on a semi-annual basis in conjunction with the driver's annual route bid.~~ The ~~District is to~~ will grant vacation for up to two (2) employees each work week day. ~~To be eligible, Drivers must~~ will submit a transportation ~~absence report form (T-75) (Request for Assignment Coverage)~~ form indicating their vacation dates ~~for the appropriate semester by the last day of August and January, at the time of the bid.~~ The ~~District~~ will schedule drivers' vacation based on seniority. Days bid will be indicated on a calendar that will be available for viewing. Vacation ~~rRequests received after the submission dates made~~ after the bid will be scheduled based on availability, date of submission and seniority. Requests for vacation days on days where the maximum number of employees have bid will be allowed by adding employee name to a waiting list. Subsequent openings for those days will be filled from that list. The ~~dDistrict~~ will post the ~~semester an updated vacation schedule not later than the tenth (10th) day of September and February of every month during the school year.~~ The District will post updates monthly. ~~On a closed out date, if the day becomes available, the District will fill from the original bid list. On a pupil free day, vacation request priority will first go to drivers without schools in session.~~

Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect previously scheduled vacations of any other bargaining unit employee.

An employee may ~~interrupt~~ convert or extend vacation leave in order to commence qualified sick leave or other leave upon proper notification and such verification as the Employer may require and vacation days not used shall be reinstated.

~~The parties agree to form a joint labor/management committee to study options for reduction of excessive absenteeism.~~

TA (u)

Jan

## FURLOUGH DAYS

Beginning with the 2010-2011 school year it is agreed to implement six (6) furlough days by Teamsters bargaining unit members with a corresponding reduction in the annual base pay of unit members. The full six day reduction in the work year shall consist of a two day reduction in the student instructional year and a four day reduction in non-student work days for a total of six days.

The Superintendent or designee is directed to meet with the Association to identify which six days will be reduced in 2011-2012. Should the parties fail to reach agreement, the Board reserves the right to determine which six days will be eliminated in any particular year.

TA  J 

**TEAMSTERS LOCAL 952 SALARY SCHEDULE**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
 San Juan Capistrano, CA  
 7/1/2010 - 6/30/2011

Step 1	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 <sup>(1)</sup>	Step 10 <sup>(4)</sup>	Step 15 <sup>(3)</sup>	Step 20 <sup>(4)</sup>
Hourly Rate	Number									
10.40	7	1,803	1,893	1,988	2,087	2,191	2,301	2,416	2,537	2,664
10.66	8	1,848	1,940	2,037	2,139	2,246	2,358	2,476	2,600	2,730
10.93	9	1,894	1,989	2,088	2,192	2,302	2,417	2,538	2,665	2,798
11.20	10	1,941	2,038	2,140	2,247	2,359	2,477	2,601	2,731	2,868
11.48	11	1,990	2,090	2,195	2,305	2,420	2,541	2,668	2,801	2,941
11.77	12	2,040	2,142	2,249	2,361	2,479	2,603	2,733	2,870	3,014
12.06	13	2,091	2,196	2,306	2,421	2,542	2,669	2,802	2,942	3,089
12.36	14	2,143	2,250	2,363	2,481	2,605	2,735	2,872	3,016	3,167
12.68	15	2,197	2,307	2,422	2,543	2,670	2,804	2,944	3,091	3,246
12.99	16	2,252	2,365	2,483	2,607	2,737	2,874	3,018	3,169	3,327
13.32	17	2,308	2,423	2,544	2,671	2,805	2,945	3,092	3,247	3,409
13.65	18	2,366	2,484	2,608	2,738	2,875	3,019	3,170	3,329	3,495
13.99	19	2,425	2,546	2,673	2,807	2,947	3,094	3,249	3,411	3,582
14.34	20	2,486	2,610	2,741	2,878	3,022	3,173	3,332	3,499	3,674
14.70	21	2,548	2,675	2,809	2,949	3,096	3,251	3,414	3,585	3,764
15.07	22	2,612	2,743	2,880	3,024	3,175	3,334	3,501	3,676	3,860
15.44	23	2,677	2,811	2,952	3,100	3,255	3,418	3,589	3,768	3,956
15.83	24	2,744	2,881	3,025	3,176	3,335	3,502	3,677	3,861	4,054
16.23	25	2,813	2,954	3,102	3,257	3,420	3,591	3,771	3,960	4,158
16.63	26	2,883	3,027	3,178	3,337	3,504	3,679	3,863	4,056	4,259
17.05	27	2,955	3,103	3,258	3,421	3,592	3,772	3,961	4,159	4,367
17.48	28	3,029	3,180	3,339	3,506	3,681	3,865	4,058	4,261	4,474
17.91	29	3,105	3,260	3,423	3,594	3,774	3,963	4,161	4,369	4,587
18.36	30	3,183	3,342	3,509	3,684	3,868	4,061	4,264	4,477	4,701
18.83	31	3,263	3,426	3,597	3,777	3,968	4,164	4,372	4,591	4,821
19.30	32	3,345	3,512	3,688	3,872	4,066	4,269	4,482	4,706	4,941
19.78	33	3,429	3,600	3,780	3,969	4,167	4,375	4,594	4,824	5,065
20.28	34	3,515	3,691	3,876	4,070	4,274	4,488	4,712	4,948	5,195
20.79	35	3,603	3,783	3,972	4,171	4,380	4,599	4,829	5,070	5,324
21.31	36	3,693	3,878	4,072	4,278	4,490	4,715	4,951	5,199	5,459
21.84	37	3,785	3,974	4,173	4,382	4,601	4,831	5,073	5,327	5,593
22.39	38	3,880	4,074	4,278	4,492	4,717	4,953	5,201	5,461	5,734
22.94	39	3,977	4,178	4,385	4,604	4,834	5,076	5,330	5,597	5,877
23.52	40	4,076	4,280	4,494	4,719	4,955	5,203	5,463	5,736	6,023
24.10	41	4,178	4,387	4,606	4,836	5,078	5,332	5,599	5,879	6,173
24.70	42	4,282	4,496	4,721	4,957	5,205	5,465	5,738	6,025	6,326
25.32	43	4,389	4,608	4,838	5,080	5,334	5,601	5,881	6,175	6,484
25.96	44	4,499	4,724	4,960	5,208	5,468	5,741	6,028	6,329	6,645
26.60	45	4,611	4,842	5,084	5,338	5,605	5,885	6,179	6,488	6,812
27.27	46	4,726	4,962	5,210	5,471	5,745	6,032	6,334	6,651	6,984
27.95	47	4,844	5,086	5,340	5,607	5,887	6,181	6,490	6,815	7,156
28.64	48	4,965	5,213	5,474	5,748	6,035	6,337	6,654	6,987	7,336
29.36	49	5,089	5,343	5,610	5,891	6,186	6,495	6,820	7,161	7,519
30.09	50	5,216	5,477	5,751	6,039	6,341	6,658	6,991	7,341	7,708
30.84	51	5,346	5,613	5,894	6,189	6,498	6,823	7,164	7,522	7,898
31.62	52	5,480	5,754	6,042	6,344	6,661	6,994	7,344	7,711	8,097
32.41	53	5,617	5,898	6,193	6,503	6,828	7,169	7,527	7,903	8,298
33.21	54	5,757	6,045	6,347	6,664	6,997	7,347	7,714	8,100	8,505

Hourly Rate = Monthly Rate divided by 173.33

Shift Differential: Any shift differentials are computed by adding \$68.00 to the monthly salary or by adding thirty cents (.39) to the hourly rate

- <sup>(1)</sup> Step 6, effective 1/1/01: An employee who has completed one (1) year of service with CUSD on Step 5 as of 1/1/01 is eligible for Step 6. Step 6 shall be 5% higher than Step 5
- <sup>(2)</sup> Step 10: An employee who has completed one (1) year of service with CUSD on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6
- <sup>(3)</sup> Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10
- <sup>(4)</sup> Step 20, effective 1/1/01: An employee who is beginning twenty (20) years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15

Effective: 7/1/2010 Includes a 1% decrease to the prior schedule as of 7/1/10.

Adopted:

Exhibit A

Page 7 of 24

Matrixed using QSS Method

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

TEAMSTERS

Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing employee plus one coverage the District will pay for the actual costs of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$5,840.70 per year; (b) for employees electing Employee plus one coverage the District will pay for the actual cost of insurance up to a maximum of \$12,111.10 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$17,241.80 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision or dental plan and tier of coverage (i.e. employee only, employee plus one dependent or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The \$6 dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above. Any provisions of Article 12 of the Collective Bargaining Agreement to the contrary are hereby rescinded. All of the other terms and conditions regarding Article 12 including, but not limited to, any and all eligibility criteria shall remain in full force and effect.

It is anticipated that the District and Association will work together on health plan designs in order to meet the goal of having affordable high quality health plans available for all employees and their families.



Exhibit A  
Page 8 of 24

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**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
June 16, 2010**

NOTE: Example assumes a 10% increase across-the-board each year

<b>2010</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$74	\$155	\$221
HMO	0	0	0
Kaiser HMO	0	0	0

<b>2011</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$81	\$171	\$243
HMO	\$48	\$101	\$144
Kaiser HMO	\$0	\$0	\$0

<b>2012</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$89	\$188	\$267
HMO	\$53	\$111	\$158
Kaiser HMO	\$13	\$26	\$34

The chart above demonstrates how an "Anthem Blue Cross POS and HMO cap at the 2010 rates" will work over time, assuming a 10% increase in medical benefits costs for all products – POS, HMO and Kaiser HMO each of two years. You will notice that the Kaiser HMO remains free in 2011 and then in 2012 begins to cost the employee a small amount.



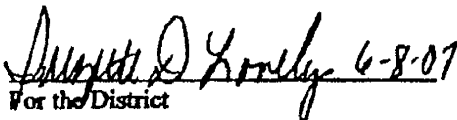
**SIDE LETTER  
AGREEMENT BETWEEN  
TEAMSTERS LOCAL 952  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

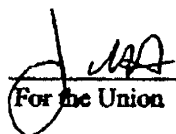
June 8, 2007

This side letter will alter the current language in Article 14.2.5 to read as follows:

The District shall deduct Union membership dues or service fees from the regular salary check of the unit member each month the employee works. Deductions for unit members who sign such authorization after the commencement of the school year shall be handled in the same manner.

The parties understand and agree this side letter must be ratified by the members of Teamsters Local 952.


 6-8-07  
For the District

 6-8-07  
For the Union

Fuel every other day

18.1.1 The District shall determine and set the duties and responsibilities of all assignments. An assignment may include trips, runs, routes, training responsibilities and other duties reasonably related to the transportation functions of the department. An assignment may also include floating trips, runs, routes, training responsibilities or other duties, each of which may be made on a daily basis by the District. Each assignment shall include a fifteen (15) minute pre-trip inspection for special education vans, and a thirty (30) minute pre-trip inspection for transit type buses, a ~~thirty (30)~~ **twenty (20)** minute ~~(or two x fifteen (15) minute)~~ fuel and clean segment and appropriate break(s). **Drivers will fuel their buses every other day except in cases where the drivers' fuel gauge drops below ½ a tank. Routes that require fueling more often will have an additional 10 minutes added to their routes upon verification.**

**Note: This will not change commute time currently included in the scheduling for CNG fueling.**

TA  Jan

Proposed Bid Language change

18.1.6 If a bus driver is sick, injured, on medical leave or on workers' compensation at the time he/she would normally bid for an assignment, he/she must have a note from a doctor stating that the driver is released to work without restriction by the first day of school in order to bid for an assignment. Unless otherwise agreed to by the district this note must be delivered (10) ten working days prior to the bid.

TA  JCV

## Open Routes

- 18.1.11 The district may make any changes to open routes as deemed necessary prior to the posting of open routes. Routes that become vacant throughout the year will be posted for a period of three (3) days for drivers to bid. The assignment will be provided to the most senior qualified driver bidding for the work. The successful bidder's route will then be posted and handled in a similar manner. After the second round the district will assign the available route as appropriate.

TA (N)

JCS

## Safety Meetings

### 18.4.3 Monthly Inservice Meetings

For the purpose of certificate renewal, drivers are required by Title 13, California Code of Regulations, to attend ten (10) annual inservice training hours from birthday to birthday for the purpose of keeping current their school bus driver certificate. The District will provide sufficient inservice hours at orientation and **other scheduled at monthly meetings** ~~(one for regular drivers and one for special education drivers)~~ to meet the annual inservice training hours requirement for school bus drivers. Drivers shall be required to attend ~~one of the monthly~~ **these scheduled** meetings with emphasis on specific areas appropriate to their route. Additionally, a driver shall have the option of attending and receiving inservice training credit for attendance at both regular driver and Special Ed meetings; however, the driver shall only receive compensation for one of the meetings. If a driver is performing assigned duties during any scheduled monthly meeting, he/she will be excused from attendance at that meeting. In the event a driver is precluded from attending a meeting due to a work assignment, the driver shall be provided additional training opportunities to achieve the required in-service hrs

#### 18.4.3.1

Any employee in a classification that does not require driving, who possesses a special school bus driver's certificate will be entitled to receive the required annual training provided they indicate their desire to maintain their license in writing at the annual bid. Sufficient mandatory training time will be scheduled for these employees during times of least impact to district operations. An employee in a classification that does not require driving, who does not possess a special school bus driver's certificate will not be entitled to this training.

TA (M) JCH

18.8.3 Summer Bidding Procedures: Each year the District shall designate a day for drivers to bid on summer assignments. No later than thirty (30) days before the designated summer bid date, the District shall post a sign up sheet for participation in the summer bidding process. Only those drivers who sign up on the sheet no later than five (5) working days prior to the designated bid date can bid on summer assignments. Five (5) working days prior to the designated summer bid date, copies of each summer bid assignment shall be posted. The District shall endeavor to provide the Union with the bid assignments prior to posting. The posted summer assignments shall set forth the trips, runs, routes and other duties required in the assignment, and the designated hours of the day to be worked, the guaranteed number of work hours and the work days for each assignment. Once the bid assignments are posted, there will be no change to bid assignments during the bidding process without first consulting with the Union. Drivers who sign up for summer assignments shall bid on assignments and select a bus from the list of available buses for the assignment in order of seniority until all of the summer bid assignments are selected. A driver must be qualified to perform all of the duties in an assignment to bid for the assignment. After all of the summer assignments are made, any drivers on the sign up sheet who did not receive an assignment shall be placed on a summer substitute list.

18.8.3.1 No Vacations during Summer Bid assignments: No driver successfully bidding a summer assignment will be eligible for vacation for the duration of that summer bid assignment.

TH Q JCM

18.9 Uniform Provision

- 18.9.1 All school bus drivers, delegated behind the wheel trainers and dispatchers shall wear District uniform shirts during working hours.
- 18.9.2 Each employee will be fitted and will have a choice from the options as follows:
  - a. Option A: Five (5) button shirts in any combination of long or short sleeves.
  - b. Option B: Three (3) polo pullover shirts plus two (2) button shirts, or three (3) button shirts plus two (2) polo pullover shirts.
  - c. Option C: Five (5) polo style, pullover shirts.
- 18.9.3 Shirts will be leased or purchased by the District exclusively for the use of current CUSD employees for use in the workplace only.
- 18.9.4 Button shirts will be of a standard light blue color with stripes and a standard CUSD logo permanently affixed over the upper left or right pocket and a name tag permanently affixed over the right pocket. The color of the pullover shirts will coordinate with the blue stripe button shirt.
- 18.9.5 First names will be embroidered on pullover shirts and on tags for button shirts.
- 18.9.6 Shirts will be laundered at the employee's expense.
- 18.9.7 Shirts damaged or rendered unserviceable through normal use will be replaced by the District through the designated vendor at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee's expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost. **Replacement shirts will be available on a bi-annual basis.**

- 18.9.8 When a unit member's employment with the District terminates, all shirts issued to him/her shall be returned to his/her immediate supervisor prior to completion of his/her final day of employment.
- 18.9.9 Guidelines for wearing the District shirts shall be as follows:
- a. District shirts will be worn at all times while on the job. This includes all periods of overtime and when "called out" for emergencies.
  - b. District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
  - c. District shirts are to be worn in a manner that will present a neat and professional appearance.
  - d. District shirts shall not be worn in establishments where it would be considered more appropriate to be in personal clothing, e.g., establishments serving alcoholic beverages.
  - e. The District may make exceptions to the foregoing guidelines for specific District or community events. If an exception is made, the District will give notice to employees in advance of the event.
  - f. Any shirts that are to be replaced or discarded must be returned to the district.

TK (N) J-41



Revised Dispatch language 6/11/10

18.10 Dispatcher Work Assignments

- 18.10.1 Dispatchers shall use a system of classification seniority for the selection of work shifts and vacations. This selection shall take place in conjunction with the drivers' bid on an annual basis. If any other changes in working conditions occur such as alternative work weeks or different work locations are established, the same seniority based selection principle shall apply.
- 18.10.2 For each work day that school is in session, no more than one dispatcher will be allowed off for vacation.
- 18.10.3 **Non shift** Overtime for Dispatchers will be rotated.

*Shift overtime is defined as overtime which occurs immediately adjacent to the start or end of a given work shift.*

TA @ Jera

### Split Shift for Non Workweek Overtime Assignments

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

The District may assign weekend trips as split shifts. Split shift weekend assignments will be limited to destinations in Orange County south of the 55 freeway. Drivers can elect to work split overtime assignments. In no case, will a split overtime assignment be less than 5 hours total. Driver's who work one half of a split shift shall receive no less than 3 hours.

TA [Signature] J. C. [Signature]

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

Delegate time will no longer be added to routes bid by Delegated behind the Wheel Trainers. Delegates will continue to receive range 29 during normal assignments and range 30 during time spent training. Delegates will be relieved from driving assignments to perform training or offered extra duty or overtime assignments as appropriate. In the event that no delegate is available to perform needed training the district may use other qualified staff to perform training providing the appropriate compensation is paid.

TA  JMS

**TEAMSTERS LOCAL 952  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
2008/2009**

<u>SERIES</u>	<u>RANGE</u>
School Bus Driver	28
Delegated Behind The Wheel Trainer*	30
Lead School Bus Driver	
State Certified Instructor	
School Bus Inspector/Serviceperson	32
Transportation Dispatcher	32
Automotive Mechanic	36
Heavy Duty Mechanic	38

\*Delegated Behind the Wheel Trainers are School Bus Drivers who provide behind the wheel training for licensed drivers and are paid at this range during actual training time and at Range 29 for driving time.

TH (W) JAS

## Two Bid Process Pilot Program

In an effort to address the districts needs while maintaining desirable work assignment guarantees it is agreed that a one year two bid pilot program be implemented for the 2010 ~ 2011 school year. This process is intended to allow the district to more accurately create long term work assignments for the drivers due to the realization of the many changes and additions that take place after the beginning of the school year. The particulars of the two bid process are as follows:

Initial bid will take place the last week of August. The district will route as efficiently as possible endeavoring to meet the requirement of 18.1.2 in the initial bid short of adding unassigned time. Otherwise all other provisions of article 18.1 will be in effect.

After the initial bid and prior to the second bid all drivers will accept changes including the adding or taking away of certain equipment (such as a wheel chair bus) and/or those that increase route time for operational efficiency; in cases where more than one route can accommodate an addition or change equally well, the senior driver will be offered the change and have the right of refusal.

Extra assignments added after the bid (not part of the assignments guaranteed hours) during the initial bid period will stay with that assignment for two weeks after implementation of the second bid. Drivers bidding an assignment will be offered any extra assignments attached to that bid assignment at the time of second bid.

The second bid will take place during the first week of November.

All provisions of Article 18.1 will be in effect for the second bid including the guarantee of 45 full time assignments.

Discussions between the union and the district will take place after the second bid to determine if the parties wish to continue, discontinue, amend, or modify this two bid process into the 2011 - 2012 school year.

TR  JCH


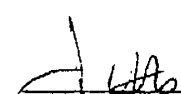
**Memorandum of Understanding  
Capistrano Unified School District and Teamsters 952**

**LAST MINUTE ASSIGNMENTS WITH LESS THAN  
30 MINUTES OF OVERTIME**

Last minute assignments called out over the radio, that a driver can work primarily as straight time, with no more than 30 minutes of over time may be assigned without regard to the overtime rotation roster.

In cases where two or more drivers are available under these terms, seniority will prevail.

If concerns arise the parties will meet to discuss and resolve any issues or matters. Should there be no resolution, the parties agree that this MOU will expire within ten working days at the request of Teamsters or the District or on June 30, 2011.

 _____ For the District	<u>June 16, 2010</u> _____ Date	 _____ For Teamsters	<u>6-16-10</u> _____ Date
---	---------------------------------------	---	---------------------------------

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**TEAMSTERS**

Floating Holiday

The floating holiday set forth in article 10.1 shall be suspended for the period of July 1, 2010 through June 30, 2012.

**This tentative agreement was omitted from the listing of all items agreed to in current negotiations.**

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Capistrano Unified School District  
Name of Bargaining Unit: Teamsters  
Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
(date) (date)

The Governing Board will act upon this agreement on: June 29, 2010  
(date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement FY 2010-11	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1 Salary Schedule (1.0%) Effective 7/01/10	\$ 5,768,500	\$ (57,685)	\$ (58,839)	\$ (60,016)
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ -	\$ -
3 Other Compensation - 6 Furlough days	\$	\$ (173,507)	\$ (176,977)	\$ (180,514)
Description of other compensation Agreement adjustments		\$ (119,938)	\$ (122,337)	\$ (124,800)
4 Statutory Benefits - STRS, PERS, FICA, WC, LIL, Medicare etc	\$ 1,296,766	\$ (78,934)	\$ (80,737)	\$ (82,107)
5 Health/Welfare Plans	\$ 1,130,547	\$ (60,100)	\$ (189,000)	\$ (333,460)
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 8,195,813	\$ (490,164)	\$ (627,890)	\$ (780,897)
7 Total Number of Represented Employees (Use FTEs if appropriate)	101.00			
8 Total Compensation <u>Average</u> Cost per Employee	\$ 81,147	\$ (4,853)	\$ (6,217)	\$ (7,732)
		-5.98%	-7.66%	-9.53%



9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 1.0 percent starting 7/1/10. Additionally there are 6 furlough days starting in 2010/11 plus work assignment adjustments equaling 2.08%*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*No*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 2.08% result from work assignment adjustments.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.**

1. *Limited reopeners in 2011-12*

2.

*District agrees to meet and confer with Teamsters in the event that CUEA is granted restoration in 2010-11*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$6.7 million in 10-11 before this settlement. This deficit will now be reduced but other cuts will need to be made.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Propose Agreement**

1. Current Year

*NA*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*NA*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*NA Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Bargaining Unit		Combined General Fund Teamsters		
	Column 1 Latest Board- Approved Budget Before Settlement (Original Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (\$010-\$099)	\$ 249,785,206	\$ -	\$ -	\$ 249,785,206
Remaining Revenues (\$100-\$799)	\$ 92,961,217	\$ -	\$ -	\$ 92,961,217
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ -	\$ -	\$ 342,746,423
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ -	\$ -	\$ 186,828,395
Classified Salaries (2000-2999)	\$ 57,534,464	\$ (350,000)	\$ -	\$ 57,184,464
Employee Benefits (3000-3999)	\$ 73,446,926	\$ (140,200)	\$ -	\$ 73,306,726
Books and Supplies (4000-4999)	\$ 10,651,189	\$ -	\$ -	\$ 10,651,189
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ -	\$ -	\$ 26,184,258
Capital Outlay (6000-6999)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ -	\$ -	\$ 9,851,146
Direct Support Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 363,971,213	\$ (490,200)	\$ -	\$ 363,481,013
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,224,790)	\$ 490,200	\$ -	\$ (20,734,590)
<b>TRANSFERS IN &amp; OTHER SOURCES (\$910-\$979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (\$980-\$999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,466,493)	\$ 490,200	\$ -	\$ (17,976,293)
<b>BEGINNING BALANCE</b>	\$ 23,250,730			\$ 23,250,730
Prior Year Adjustments Restatements (9793-9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 4,784,237	\$ 490,200	\$ -	\$ 5,274,437
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9771-9774)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 629,581	\$ 490,200	\$ -	\$ 1,119,781
Designated Amounts (9775-9780)	\$ 3,829,656	\$ -	\$ -	\$ 3,829,656
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.17%			0.31%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

Teamsters

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 249,785,206	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 92,961,217	\$ 93,581,787	\$ 84,305,098
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ 348,859,623	\$ 345,977,338
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ 190,549,160	\$ 192,185,918
Classified Salaries (2000-2999)	\$ 57,184,464	\$ 58,202,536	\$ 59,234,783
Employee Benefits (3000-3999)	\$ 73,306,726	\$ 75,066,957	\$ 76,545,168
Books and Supplies (4000-4999)	\$ 10,651,189	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ 9,651,953	\$ 9,834,412
Direct Support-Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (20,734,590)	\$ (20,019,000)	\$ (27,267,834)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (17,976,293)	\$ (17,260,703)	\$ (24,509,537)
<b>BEGINNING BALANCE</b>	\$ 23,250,730	\$ 5,274,437	\$ (11,986,266)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 5,274,437	\$ (11,986,266)	\$ (36,495,803)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 3,829,656	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b OR \$50,000)	\$ 7,269,620	\$ 7,377,572	\$ 7,464,903

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
h.	Reserve for Economic Uncertainties Percentage	0.31%	-4.38%	-10.89%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2011-12	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2012-13	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

CUSD still needs to settle with CSEA plus management employees (CUMA). Based on current projections an additional \$6.2 million will need to be cut in 10-11 and \$17 million in 11-12.

**I. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (490,200)
Ending Balance Increase (Increase)		\$ 490,200
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ronald N. Lebs**  
**Contact Person**

\_\_\_\_\_  
**(949) 234 9214**  
**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

June 29, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Jodee Brentlinger, Assistant Superintendent, Personnel Services

SUBJECT: **CUSD/TEAMSTERS—RECOMMENDATION OF TENTATIVE  
AGREEMENT—JULY 1, 2009 – JUNE 30, 2012**

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**BACKGROUND INFORMATION**

Staff is still completing this item at the time of printing and the supporting documentation will be posted by Friday, June 25, 2010.

AGENDA ITEM 19

EXHIBIT A  
(116 of 132)



# EXHIBIT K

Regular Meeting  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES

33122 Valle Road  
San Juan Capistrano, CA 92675

June 29, 2010

7:00 p.m.

**I. PRELIMINARY**

Meeting was called to order by \_\_\_\_\_

Pledge of Allegiance to the Flag

Board consideration and adoption of the agenda.

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

<b>ROLL CALL:</b>	<b>Present</b>	<b>Absent</b>
Anna Bryson, President	_____	_____
Ken Lopez-Maddox, Vice President	_____	_____
Jack Brick, Clerk	_____	_____
Ellen M. Addonizio, Member	_____	_____
Larry Christensen, Member	_____	_____
Sue Palazzo, Member	_____	_____
Mike Winsten, Member	_____	_____

**CLOSED SESSION COMMENTS**

**CLOSED SESSION**

5:30 p.m.

**REPORT ON CLOSED SESSION ACTION**

**SPECIAL RECOGNITIONS**

*Erin Davis, K-12 Perfect Attendance*  
*Pedro Serrano, K-12 Perfect Attendance*  
*CVHS Varsity Boys Swim Team – CIF Back-to-Back Champions*

**BOARD AND SUPERINTENDENT COMMENTS**

**ORAL COMMUNICATIONS (Non-Agenda Items)**

Oral Communications will occur immediately following Board and Superintendent Comments. The total time for Oral Communications shall be twenty (20) minutes. Individual presentations are limited to a maximum of three (3) minutes per individual.

**PUBLIC HEARING:** Agenda Item #21: 2010-11 Use of Categorical Flexibility Funds.

**PUBLIC HEARING:** Agenda Item #22: The 2010-11 Final Budget.

**RECORDING OF SCHOOL BOARD MEETINGS**

In accordance with Board Policy 9324, Board Minutes, all Regular School Board Meetings will be audio recorded.

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

### III. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion in the form listed below. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar. The Superintendent and staff recommend approval of all Consent Calendar items.

#### GENERAL FUNCTIONS

PAGE #

1. SCHOOL BOARD MINUTES: Approval, minutes of the June 15, 2010. Regular Board Meeting.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 1
2. SCHOOL BOARD MEETING SCHEDULE REVISION: Approval, revision to the School Board Meeting Schedule.  
(Supporting Information)  
*Contact: Jane Boos, Manager, Board Office Operations* 9

#### CURRICULUM & INSTRUCTION

3. SPECIAL EDUCATION: Approval, nonpublic school and agency contracts.  
(Supporting Information)  
*Contact: Candy Miller, Special Education Consultant* 13
4. EXPULSION READMISSIONS: Approval, readmission of students from expulsion.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 17
5. PROPOSED SCHOOL START/DISMISSAL TIMES: Approval, proposed school starting and dismissal times for the 2010-11 school year.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 19
6. CATEGORICAL AID PROGRAMS: Approval, 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part I.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 27
7. INSTRUCTIONAL MATERIALS: Approval, adoption of standard instructional materials used districtwide in designated courses.  
(Supporting Information)  
*Contact: Julie Hatchel Assistant Superintendent, Education* 29

#### BUSINESS & SUPPORT SERVICES

8. PURCHASE ORDERS/WARRANTS/CONSULTING AGREEMENTS: Approval, Purchase Orders/Warrants/Consultant Agreements.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 31
9. DONATIONS: Approval, donations of funds/equipment.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 63
10. DATA MANAGEMENT SYSTEM: Approval, extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2010-11.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services* 67

11. OBSOLETE MATERIALS: Approval, authorization to sell obsolete and unusable district materials. 73  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
12. E-RATE CONSULTANT: Approval, extension of RFQ No. 1-0910, E-Rate Consultant. 75  
NvLS Professional Services, LLC.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
13. BID REJECTION: Approval, reject all bids for Bid No. 1011-04, Roof Repair and Maintenance. 83  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
14. ANNUAL REPORT: Approval, 2009-10 Annual Report on Prevailing Wage Monitoring and Labor Compliance Program. 85  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
15. FLOORING MATERIALS: Approval, Bid No. 0708-05, Flooring materials and Installation, Company Name Change. 91  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
16. JUVENILE COURT WORK PROGRAM SERVICES: Approval, extension of Juvenile Court Work Program Services Agreement with the County of Orange for 2010-11. 93  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*
17. ELECTRICAL SERVICE: Approval, award of Bid No. 1011-02, Electric Service, Gilbert & Stearns, Inc. 117  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

#### **PERSONNEL SERVICES**

18. EMPLOYMENT CONTRACTS: Approval, employment contracts for Executive Director, SELPA. 121  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

ROLL CALL:

Trustee Addonizio \_\_\_\_\_

Trustee Palazzo \_\_\_\_\_

Trustee Brick \_\_\_\_\_

Trustee Lopez-Maddox \_\_\_\_\_

Trustee Christensen \_\_\_\_\_

Trustee Winsten \_\_\_\_\_

Trustee Bryson \_\_\_\_\_

**NOTE: BY USING A ROLL CALL VOTE FOR THE CONSENT CALENDAR, IT WILL MEET THE NEED FOR ACTION ITEMS WHICH REQUIRE A SIMPLE MOTION OR ROLL CALL VOTE.**

#### IV. DISCUSSION/ACTION

19. **TEAMSTERS:** Consideration and approval. CUSD/Teamsters recommendation of tentative agreement. July 1, 2009 – June 30, 2012.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 129

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

20. **CLASSIFIED LAYOFF-NON-MANAGEMENT EMPLOYEES:** Consideration and approval. Resolution No. 0910-78, classified layoffs of non-management employees.  
(Supporting Information)  
*Contact: Jodee Brentlinger, Assistant Superintendent, Personnel*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 163

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

##### ROLL CALL:

Trustee Addonizio _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen _____	Trustee Winsten _____
	Trustee Bryson _____

21. **PUBLIC HEARING—2010-11 USE OF CATEGORICAL FLEXIBILITY FUNDS:** Consideration and approval. Resolution No. 0910-77, 2010-11 Use of Categorical Flexibility Funds.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 171

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

##### ROLL CALL:

Trustee Addonizio _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen _____	Trustee Winsten _____
	Trustee Bryson _____

22. **PUBLIC HEARING—FINAL BUDGET:** Consideration and approval, adoption of the 2010 -11 Final Budget.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

DISCUSSION/  
ACTION  
Vote \_\_\_\_  
Page 177

Motion by \_\_\_\_\_ Seconded by \_\_\_\_\_

##### ROLL CALL:

Trustee Addonizio _____	Trustee Palazzo _____
Trustee Brick _____	Trustee Lopez-Maddox _____
Trustee Christensen _____	Trustee Winsten _____
	Trustee Bryson _____

23. **NEWHART MPR EXPANSION:** Review of information regarding the expansion of Newhart Middle School's multi-purpose room.  
(Supporting Information)  
*Contact: Ron Lebs, Deputy Superintendent, Business & Support Services*

INFORMATION/  
DISCUSSION  
Page 181

#### V. ADJOURNMENT

THE NEXT REGULAR MEETING OF THE GOVERNING BOARD WILL BE HELD ON  
TUESDAY, JULY 13, 2010, 7:00 P.M. AT THE CAPISTRANO UNIFIED SCHOOL DISTRICT  
OFFICE BOARD ROOM, 33122 VALLE ROAD,  
SAN JUAN CAPISTRANO, CALIFORNIA

For information regarding Capistrano Unified School District, please visit our website:

[www.capousd.org](http://www.capousd.org)

## VII. CLOSED SESSION

### 24. Closed Session (as authorized by law)

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant Exposure to Litigation – One Case  
Pacifica San Juan Homeowners Association    CFD 98-1A  
*(Pursuant to Government Code §54956.9(b)(1))*
- B. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Anticipated Litigation – One potential Case  
Certificated Employee v. Capistrano Unified School District  
*(Pursuant to Government Code §54956.9(b))*
- C. CONFERENCE WITH LEGAL COUNSEL–EXISTING LITIGATION  
Number of cases: Three Cases  
*(Pursuant to Government Code §54956.9(a))*
  - Case No. 1  
Superior Court of the State of California  
County of Orange  
Case No. 00300788  
Whispering Hills LLC v. Capistrano Unified School District
  - Case No. 2  
Superior Court of the State of California  
County of Orange – Central Justice Center  
Case No. 00180049  
Petition for Writ of Mandate Pursuant to the California Environmental  
Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Mission Viejo, a municipal corporation v. CUSD
  - Case No. 3  
Superior Court of the State of California  
County of Orange – Central Justice Center  
Case No. 00207543  
Petition for Writ of Mandate Pursuant to the California Environmental  
Quality Act (CEQA), Public Resources Code Section 21000, et seq.  
City of Rancho Santa Margarita, a municipal corporation, v. CUSD
- D. CONFERENCE WITH CHIEF LABOR NEGOTIATOR  
Agency designated representative:  
Anthony DeMarco, Chief Labor Negotiator  
Employee Organization:
  - 1) Capistrano School Employees Association (CSEA)
  - 2) Unrepresented Employees (CUMA)
  - 3) Teamsters*(Pursuant to Government Code §54957.6)*
- E. STUDENT EXPULSIONS – Items E-1 through E-4  
Deliberation of Administration Panel's  
Findings of Fact and Recommendation.  
*(Pursuant to Education Code §48918(c) and §35145)*
- F. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE  
*(Pursuant to Government Code §54957)*
- G. PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
  - 1) Manager, Maintenance & Operations*(Pursuant to Government Code §54957)*

# EXHIBIT L

CAPISTRANO UNIFIED SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MINUTES – REGULAR MEETING  
JUNE 29, 2010  
EDUCATION CENTER – BOARD ROOM

President Bryson called the meeting to order at 5:30 p.m. President Bryson made the following announcements before recessing to closed session: Pursuant to Government Code 54956.9 (b)(3)(B), closed session Item #24 B involves potential underpayment of a certificated employee due to negotiated vertical step placement limitations, and in the absence of Chief Labor Negotiator Anthony DeMarco, Naomi Suenaka and Jodee Brentlinger will update Trustees on current negotiations.

The Board recessed to closed session at 5:32 p.m. to: confer with Legal Counsel regarding Anticipated Litigation-Significant Exposure to Litigation (one case); confer with Legal Counsel regarding Anticipated Litigation (one potential case); confer with Legal Counsel regarding Existing Litigation (three cases); discuss Student Expulsions (four cases); confer with Chief Labor Negotiator regarding CSEA/CUMA/Teamsters negotiations; discuss Public Employee Discipline/Dismissal/Release; and Public Employee Appointment/Employment.

The Regular Meeting of the Board reconvened to open session and was called to order by President Bryson at 7:00 p.m.

The Pledge of Allegiance was led by Trustee Palazzo.

Present: Trustees Addonizio, Brick, Bryson, Christensen, Lopez-Maddox, Palazzo, and Winsten

**A CD of the Board meeting discussion related to each of the items on the public agenda is on file in the Superintendent's Office as a matter of the permanent record. An audio recording of the meeting is available on the District website: [www.capousd.org](http://www.capousd.org)**

**Permanent  
Record**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried by a 7-0 vote to adopt the Board agenda.

**Adoption of the  
Board Agenda**

President Bryson reported the following action taken during closed session:

**President's  
Report From  
Closed Session  
Meeting**

**Agenda Item #24 A – Conference with Legal Counsel – Significant Exposure to Litigation:** Pacifica San Juan Homeowners Association CFD 98-1A. Nothing to report.

**Agenda Item #24 B – Conference with Legal Counsel – Anticipated Litigation:** Certificated Employee v. CUSD. The Board voted by a 7-0 vote to approve staff recommendations.

**Agenda Item #24 C-1 – Conference with Legal Counsel – Existing Litigation:** Whispering Hills LLC v. Capistrano Unified School District. Nothing to report.



**Agenda Item #24 C-2 & 3 - Conference with Legal Counsel – Existing Litigation:** City of Mission Viejo v. CUSD and City of Rancho Santa Margarita v. CUSD. Nothing to report.

**Agenda Item #24 D – Conference with Chief Labor Negotiator: CSEA/CUMA.** Nothing to report in regards to CSEA negotiations. The Board voted by a 7-0 vote to approve the following compensation concession package for CUMA:

- 3.7% salary rollback effective July 1, 2010
- Eight (8) furlough days with corresponding salary reduction
- Maximum district contribution for health plan coverage based on January 1, 2010 contribution levels.
- Site administrators will be moving to a positive work calendar effective July 1, 2010.

**Agenda Item #24 F – Public Employee Discipline/Dismissal/Release:** Nothing to report.

**Agenda Item #24 G - Public Employee Appointment/Employment—Administrative Assignment:**

The Board voted by a 7-0 vote to approve the appointment of Al Becerra as Manager, Maintenance & Operations.

AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

The following people to receive special district recognition:

Graduate Pedro Serrano for achieving perfect attendance kindergarten through 12<sup>th</sup> grade.

**Special  
Recognition**

CVHS Varsity Boys Swim Team for winning CIF Division 1 Championships for the 2009 and 2010 season. It was also announced that CVHS Coach Steve Yancey was notified on Saturday that the team is the 2009-2010 California State Boys Swimming Champion.

President Bryson reported that Certificates as to Verification of Signatures on the petitions for the recall of Michael Winsten and Ken Lopez-Maddox from the Registrar of Voters were received in the Superintendent's office on June 21. The certificates show that both petitions are sufficient. An agenda item is being prepared for Board discussion/action at the July 13 Board meeting.

**Board and  
Superintendent  
Comments**

President Bryson remarked that the season of graduations and award ceremonies went well and that she and Trustee Brick had participated in the Dana Hills High School graduation ceremony.

As specified in Board Bylaw 9323 for Oral Communications, each speaker was allowed three (3) minutes to speak.

**Oral  
Communications**

The following people addressed the Board:

- *Chris Korpi spoke regarding the recall election and requested that both sides keep it civil.*

- *Cesar Reategui addressed the Board about the importance of bilingual positions in the district and asked Trustees not to layoff employees in these positions.*

President Bryson asked Trustees for items they wished to pull from the Consent Calendar. Agenda items 2 and 6 were pulled for further discussion.

**Items Pulled from  
the Consent  
Calendar**

It was moved by Trustee Addonizio, seconded by Trustee Lopez-Maddox, and motion carried unanimously to approve the remaining Consent Calendar items, which included agenda item 17. Following the approval of the Consent Calendar President Bryson called upon a speaker who had submitted a blue card on item 17.

The following speaker addressed the Board on a Consent Item not pulled by Trustees:

Item 17—Electrical Bid Award

- *Timothy Giannelli asked Trustees to postpone award of Bid No. 1011-02 for further review.*

Trustee Winsten requested that item 17 be pulled for further discussion due to Mr. Giannelli's request. Since Trustees had already approved the Consent Calendar with the exception of items 2 and 6 which were pulled, it was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and carried unanimously to expunge the last vote. President Bryson requested a roll call vote.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Bryson again asked Trustees for items they wished to pull from the Consent Calendar. Items 2, 6, and 17 were pulled for further discussion.

**CONSENT CALENDAR**

It was moved by Trustee Addonizio, seconded by Trustee Winsten, and motion carried unanimously to approve the following Consent Calendar items:

Minutes of the June 15, 2010, Regular Board Meeting.

**Minutes  
Agenda Item 1**

Nonpublic school and agency contracts.

**Special Education  
Agenda Item 3**

Readmission of students from expulsion: Case # 2009-120, 2010-002, and 2010-039.

**Expulsion  
Readmissions  
Agenda Item 4**

Proposed school start and dismissal times for 2010-11 school year.

**School Start/  
Dismissal Times  
Agenda Item 5**

Adoption of standard instructional materials used districtwide in designated courses.

**Instructional  
Materials  
Agenda Item 7**

Purchase Orders/Warrants/Consulting Agreements as listed.

**Purchase Orders/  
Warrants/  
Consulting  
Agreements**  
Agenda Item 8

Donations of funds and equipment.

**Donations**  
Agenda Item 9

Extension of RFP No. 7-0708, Instructional Student Assessment Data Management System, Achieve! Data Solutions, LLC for 2010-11

**Data  
Management  
System**  
Agenda Item 10

Authorization to sell obsolete and unusable miscellaneous district materials.

**Obsolete  
Materials**  
Agenda Item 11

Extension of RFQ No. 1-0910, E-Rate Consultant, NvLS Professional Services, LLC.

**E-Rate  
Consultant**  
Agenda Item 12

Reject all bids for Bid No. 1011-04, Roof Repair and Maintenance.

**Bid Rejection**  
Agenda Item 13

2009-10 Annual Report on Prevailing Wage Monitoring and Labor Compliance Program.

**Annual Report**  
Agenda Item 14

Bid No. 0708-05, flooring materials and installation, company name change.

**Flooring**  
Agenda Item 15

Extension of Juvenile Court Work Program Services Agreement with the County of Orange for 2010-11.

**Juvenile Court  
Work Program**  
Agenda Item 16

Employment contracts for Executive Director, SELPA.

**Employment  
Contracts**  
Agenda Item 18

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
NOES: None  
ABSENT: None  
ABSTAIN: None

President Bryson recognized Trustee Palazzo who pulled this item. Trustee Palazzo expressed her concern that because this meeting is during the summer, Trustees, staff, and the community have planned their vacations around the established Board meeting schedule. Trustees Addonizio and Brick also stated they have plans on August 17 and would not be able to attend the meeting if the date was changed.

**School Board  
Meeting Schedule**  
Agenda Item 2

It was moved by Trustee Brick, seconded by Trustee Winsten, and motion failed by a 1-6 vote to revise the 2010-11 School Board meeting schedule.

ROLL CALL AYES: Trustee Bryson  
NOES: Trustees Addonizio, Brick, Christensen,  
Lopez-Maddox, Palazzo, and Winsten  
ABSENT: None  
ABSTAIN: None

President Bryson stated this item, 2010-11 Consolidated Application for Funding Categorical Aid Programs, Part 1, was pulled to allow staff additional time to complete the required data. This item will be brought back to the July 13 meeting.

**Categorical Aid  
Programs  
Agenda Item 6**

President Bryson recognized Trustee Winsten who called upon Deputy Superintendent Ron Lebs to explain staff's grounds for not accepting Mr. Giannelli's bid. Mr. Lebs stated that according to legal counsel, it was determined that Mr. Giannelli's bid did not conform to district requirements and therefore was rejected.

**Electrical  
Agenda Item 17**

Trustee Winsten directed staff to meet with Mr. Giannelli to discuss the confusion in the bidding process.

Following discussion, it was moved by Trustee Winsten, seconded by Trustee Lopez-Maddox, and motion carried by a 6-1 vote to award Bid No. 1011-02, Electric Service, to Gilbert & Stearns, Inc.

AYES: Trustees Addonizio, Brick, Bryson, Lopez-Maddox,  
Palazzo, and Winsten

NOES: Trustee Christensen

### **DISCUSSION/ACTION**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Addonizio, and motion carried unanimously to approve the three year (2009-10 through 2011-12) contract settlement with Teamsters as proposed and to certify that the public disclosure of the proposed agreement with Teamsters has been completed in accordance with Government Code Section 3547.5 and the changes incorporated by AB 2756.

**Teamsters  
Agenda Item 19**

President Bryson recognized Assistant Superintendent Jodee Brentlinger who explained that 85% of the district's budget is allocated to personnel costs so reducing expenditures without impacting employees is virtually impossible. Mrs. Brentlinger stated that due to the current fiscal reality, staff has limited options and therefore must recommend Trustees approve the layoff resolution.

**Classified Layoff-  
Non Management  
Employees  
Agenda Item 20**

The following speakers addressed the Board:

- *Ronda Walen stated that classified cuts hurt students and asked Trustees to treat classified employees fairly.*
- *Ann Shores expressed her concerns regarding laying off academic advisors.*
- *Lori Kosky and Debbie Reynolds spoke to the safety issues for students if campus supervisor positions are reduced.*
- *Susan Gorman and Kristen Schultz addressed the Board in support of high school counselors and the liability to the district if counselors are not available to students in crisis.*

It was moved by Trustee Palazzo, seconded by Trustee Brick, and motion carried by a 5-2 vote to approve Resolution No. 0910-78, Classified Layoffs in the Designated Classifications.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
and Palazzo

NOES: Trustees Lopez-Maddox and Winsten

ABSENT: None

ABSTAIN: None

President Bryson announced the Public Hearing open at 8:13 p.m. regarding the approval of Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4. There being no speakers to this item, President Bryson declared the public hearing closed at 8:15 p.m.

**Public Hearing:  
Categorical  
Flexibility Funds  
Agenda Item 21**

It was moved by Trustee Lopez-Maddox, seconded by Trustee Brick, and motion carried unanimously to approve Resolution No. 0910-77, to authorize the 2010-11 use of categorical flexibility transfers per SBX3 4.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Christensen,  
Lopez-Maddox, Palazzo, and Winsten

NOES: None

ABSENT: None

ABSTAIN: None

President Bryson announced the Public Hearing open at 8:16 p.m. regarding the approval of the 2010-2011 Final Budget. There being no speakers to this item, President Bryson declared the public hearing closed at 8:17 p.m.

**Public Hearing:  
Final Budget  
Agenda Item 22**

Trustee Bryson recognized Deputy Superintendent Ron Lebs presented the final budget overview. Mr. Lebs stated that there is a reduction of approximately \$200,000 from the June 15 budget presentation due to changes in the layoff resolution that preceded this agenda item. The revised deficit for 2010-11 is projected at approximately \$5.5 million. In the absence of an agreement with CSEA, and knowing that a settlement with CSEA that includes salary concessions is essential to developing a balanced budget, staff developed a strategy that temporarily bridges this shortfall by taking advantage of current legislation. As outlined on June 15, staff is recommending the Board approve a budget that temporarily taps into the 2% required reserve. The budget strategy presented preserves the district's ability to secure TRAN funding to provide sufficient cash flow to make payroll throughout the year. Under this option, the County Office of Education may provide a conditional budget approval for districts that are still negotiating with employee groups; that are either at impasse or reasonably close to settling negotiations; or as part of a contingency plan that can be implemented if impasse or settlement is not reach. Mr. Lebs explained that in the event the district does not reach an agreement with CSEA, staff has prepared a contingency plan. This plan will involve borrowing from other funds and recommending additional employee layoffs.

Prior to the vote Mr. Lebs requested Trustees approve the budget as presented, with the incorporation of the Teamsters and CUMA agreements as approved this evening, as well as the contingency plan that was presented earlier.

Mr. Lebs added that with approval of the budget and after the ultimate restoration of the 2% reserve, the Board of Trustees acknowledges that the district's multi-year projection indicates a budget deficit of approximately \$11.5 million in 2011-12 and another \$6 million in 2012-13. In order for the district to remove the qualified status from the district's budget, Trustees will need to identify and approve \$11.5 million in additional cuts prior to December 15.

Following discussion, it was moved by Trustee Addonizio, seconded by Trustee Brick and the motion carried by a 5-2 vote to approve staff recommendations.

ROLL CALL AYES: Trustees Addonizio, Brick, Bryson, Palazzo, and  
Winsten  
NOES: Trustees Christensen and Lopez-Maddox  
ABSENT: None  
ABSTAIN: None

President Bryson recognized Deputy Superintendent Ron Lebs who stated that this item was placed on the agenda at the request of Trustee Addonizio. Following discussion staff was directed to bring this item back to the July 13 Board meeting as a Discussion/Action item.

**Newhart MPR  
Expansion  
Agenda Item 23**

The meeting recessed to closed session at 8:45 p.m.

The Board reconvened at 8:50 p.m. President Bryson reported the following action taken during closed session:

**President's  
Report From  
Closed Session**

**Agenda Item #24 E-1 through E-4 - Student Expulsions:** The Board voted by a 7-0 vote to expel the following students by stipulated agreement: Case #2010-115, 2010-116, 2010-118, and 2010-123.

The meeting adjourned at 8:51 p.m.

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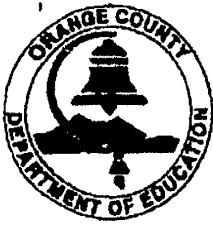
Board Clerk

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Secretary, Board of Trustees

*Minutes submitted by Jane Boas, Manager, Board Office Operations.*

# EXHIBIT M



December 14, 2010

Joe Farley, Ed.D., District Superintendent  
Capistrano Unified School District  
33122 Valle Road  
San Juan Capistrano, CA 92675

**ORANGE COUNTY  
DEPARTMENT  
OF EDUCATION**

200 KALMUS DRIVE  
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**WILLIAM M. HABERMehl**  
County Superintendent  
of Schools

LYNN APRIL HARTLINE  
Deputy Superintendent

JOHN L. NELSON  
Associate Superintendent

**ORANGE COUNTY  
BOARD OF EDUCATION**

JOHN W. BEDELL, PH.D.

DAVID L. BOYD

ELIZABETH PARKER

LONG PHAM, PH.D.

KEN L. WILLIAMS, D.O.

**Subject: Base Revenue Limit Funding**

Dear Dr. Farley:

This letter is in response to your inquiry on December 13, 2010 regarding the increase in base revenue limit funding for Capistrano Unified School District (CUSD) as a result of the 2010-11 Enacted State Budget. At the point in time that the State Budget was adopted on October 8, 2010, CUSD's base revenue limit for 2010-11 has increased by \$225.08 per student as compared to the Governor's January 2010 Budget Proposal (please see table below). The District will continue to receive monthly apportionments that are based upon the October 2010 Enacted State Budget unless there is adopted legislation to change the funding. However, the actual base revenue limit that districts receive for the current year will not be finalized until June 2011. Given that the State is projecting a multi-billion dollar deficit over the next 18 months, there is a potential for further reductions to school district revenue limits in 2010-11 and the District needs to be prepared for an additional loss in revenues.

	Governor's January 2010 Proposal	2010-11 Enacted Budget	Difference
2009-10 Base Revenue Limit	\$ 6,374.18	\$ 6,374.18	
Cost of Living Adjustment (Statewide Average COLA)	\$ (24.00)	\$ (25.00)	
Base Revenue Limit with COLA	\$ 6,350.18	\$ 6,349.18	
Deficit Factor	0.81645	0.82037	
Base Revenue Limit Funding after deficit	\$ 5,184.60	\$ 5,208.68	
Ongoing Revenue Limit Reduction for Central Admin	\$ (201.00)	\$ -	
Funded Base Revenue Limit per student	\$ 4,983.60	\$ 5,208.68	\$ 225.08

Should the District decide to restore furlough days at this time, we strongly encourage the District to develop a contingency plan in the event that there are further cuts to the District's revenue limit between now and June 30, 2011.

If you have any questions, please call me at (714) 966-4229.

Sincerely,

*Wendy Berkert*

Wendy Berkert, Ed. D.  
Assistant Superintendent  
Business Services

cc: Ron Lebs, Deputy Superintendent, Business and Support Services



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

March 16, 2011

TO: Jack R. Brick, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Joseph M. Farley, Superintendent

SUBJECT: **REAFFIRMATION OF PREVIOUSLY CONSIDERED RESTORATION  
OF FURLOUGH DAYS AND PAY FOR FOUR EMPLOYEE  
ORGANIZATIONS**

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**BACKGROUND INFORMATION AND CURRENT CONSIDERATIONS**

It is recommended that the Board reaffirm its earlier vote concerning restoration of furlough days and pay for four employee organizations after providing any member of the public an opportunity to address the Board on this matter. The employee organizations are the Capistrano Unified Education Association (CUEA), the California School Employees Association (CSEA), the Capistrano Unified Management Association (CUMA), and Teamsters Local 952. The reaffirmation is for the agreements that are referenced in the exhibits to Board agenda item two regarding restoration of furlough days and pay.

- Exhibit A. May 19, 2010 – CUSD/CUEA Settlement Agreement
- Exhibit B. June 29, 2010 – Teamsters
- Exhibit C. August 3, 2010 – Salary Reduction: Approval, CUMA Salary Reductions
- Exhibit D. September 28, 2010 – CUSD/CSEA Settlement Agreement
- Exhibit E. January 11, 2011 – Proposed Revisions to 2010-2011 School Calendar

**FINANCIAL IMPLICATIONS**

Financial impact is provided in tables (Attachment 1).

**STAFF RECOMMENDATION**

It is recommended the Board reaffirm its earlier vote concerning restoration of furlough days and pay for CUEA, CSEA, CUMA, and Teamsters Local 952.

DISCUSSION/  
ACTION



All Employees			
Restoration based on Final Budget 2010-2011 (October 2010)			
2010 Budget (as outlined by SSC)	Per ADA	ADA	
Restoration of 3.85% RL reduction	245	49,824	\$12,206,858
Elimination of Negative 0.39% COLA	25	49,824	\$1,245,598
<b>Total Restored</b>	<b>270</b>		<b>\$13,452,456</b>
Revised Funded RL	5,208.68		
Funding level (May Revise)	4,939.34		
Gov's budget (Jan 2010) funded RL for restoration calculation	4,983.60		
Amount that would apply to restoration	225.08	49,824	\$11,214,366
<b>85% applicable to bargaining unit restoration</b>			<b>\$9,532,211</b>
Cost of 1 Furlough Day for all BU's			\$1,408,246
Cost of 1% for all BU's			\$2,694,083
<b>Scenarios:</b>			
Furlough Days		2.00	\$2,816,492
Salary Restoration Percent	%	2.49	\$6,715,719
<b>Total</b>			<b>\$9,532,211</b>

CUEA			
Restoration based on Final Budget 2010-2011 (October 2010)			
<b>2010 Budget (as outlined by SSC)</b>	<b>Per ADA</b>	<b>ADA</b>	
Restoration of 3.85% RL reduction	245	49,824	\$12,206,858
Elimination of Negative 0.39% COLA	25	49,824	\$1,245,598
<b>Total Restored</b>	<b>270</b>		<b>\$13,452,456</b>
Revised Funded RL	5,208.68	0	
Funding level (May Revise)	4,939.34		
Gov's budget (Jan 2010) funded RL for restoration calculation	4,983.60	0	
Amount that would apply to restoration	225.08	49,824	\$11,214,366
<b>60% applicable to CUEA bargaining unit restoration</b>			<b>\$6,728,619</b>
Cost of 1 Furlough Day for all CUEA			\$960,099
Cost of 1% for CUEA			\$1,896,574
<b>Scenarios:</b>			
Furlough Days		2.00	\$1,920,198
Salary Restoration Percent	%	2.54	\$4,808,421
<b>Total</b>			<b>\$6,728,619</b>

<b>CSEA</b>			
<b>Restoration based on Final Budget 2010-2011 (October 2010)</b>			
<b>2010 Budget (as outlined by SSC)</b>	<b>Per ADA</b>	<b>ADA</b>	
Restoration of 3.85% RL reduction	245	49,824	\$12,206,858
Elimination of Negative 0.39% COLA	25	49,824	\$1,245,598
<b>Total Restored</b>	<b>270</b>		<b>\$13,452,456</b>
Revised Funded RL	5,208.68	0	
Funding level (May Revise)	4,939.34		
Gov's budget (Jan 2010) funded RL for restoration calculation	4,983.60	0	
Amount that would apply to restoration	225.08	49,824	\$11,214,366
<b>17.5% applicable to CSEA bargaining unit restoration</b>			<b>\$1,962,514</b>
Cost of 1 Furlough Day for all CSEA			\$224,119
Cost of 1% for CSEA			\$545,522
<b>Scenarios:</b>			
Furlough Days		7.05	\$1,580,649
Salary Restoration Percent	%	0.70	\$381,865
<b>Total</b>			<b>\$1,962,514</b>

Teamsters			
Restoration based on Final Budget 2010-2011 (October 2010)			
2010 Budget (as outlined by SSC)	Per ADA	ADA	
Restoration of 3.85% RL reduction	245	49,824	\$12,206,858
Elimination of Negative 0.39% COLA	25	49,824	\$1,245,598
<b>Total Restored</b>	<b>270</b>		<b>\$13,452,456</b>
Revised Funded RL	5,208.68	0	
Funding level (May Revise)	4,939.34		
Gov's budget (Jan 2010) funded RL for restoration calculation	4,983.60	0	
Amount that would apply to restoration	225.08	49,824	\$11,214,366
<b>2% applicable to bargaining unit restoration</b>			<b>\$224,287</b>
Cost of 1 Furlough Day for all Teamsters			\$37,418
Cost of 1% for Teamsters			\$67,085
<b>Scenarios:</b>			
Furlough Days		2.00	\$74,836
Salary Restoration Percent	%	2.23	\$149,451
<b>Total</b>			<b>\$224,287</b>

CUMA			
Restoration based on Final Budget 2010-2011 (October 2010)			
2010 Budget (as outlined by SSC)	Per ADA	ADA	
Restoration of 3.85% RL reduction	245	49,824	\$12,206,858
Elimination of Negative 0.39% COLA	25	49,824	\$1,245,598
<b>Total Restored</b>	<b>270</b>		<b>\$13,452,456</b>
Revised Funded RL	5,208.68	0	
Funding level (May Revise)	4,939.34		
Gov's budget (Jan 2010) funded RL for restoration calculation	4,983.60	0	
Amount that would apply to restoration	225.08	49,824	\$11,214,366
<b>5.5% applicable to bargaining unit restoration</b>			<b>\$616,790</b>
Cost of 1 Furlough Day for all CUMA			\$80,894
Cost of 1% for CUMA			\$184,902
<b>Scenarios:</b>			
Furlough Days		2.00	\$161,787
Salary Restoration Percent	%	2.46	\$455,003
<b>Total</b>			<b>\$616,790</b>





**CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED EDUCATION ASSOCIATION  
NEGOTIATIONS  
2009-10**

March 24, 2009

- District Contract Reopener Proposal to the Board 2009-10

April 13, 2009

- CUEA Contract Reopener Proposal to the Board 2009-10

June 8, 2009

- Negotiation Session
- 2009-10 Bargaining Proposal to CUEA

June 17, 2009

- Negotiation Session
- CUEA Bargaining Proposal to District

June 18, 2009

- Request for Impasse

July 27, 2009

- Request for Factfinding

August 27-28, 2009

- Mediation

September 14, 2009

- Mediation (Budget only)

September 25, 2009

- Mediation

October 12, 2009

- Negotiation

October 22, 2009

- Mediation

January 25-26, 2010

- Factfinding

April 22, 23, 24, 25, 26, 2010 (5 days)

- Negotiations

April 26, 2010

Settlement Agreement reached

5/17/2010

CAPISTRANO UNIFIED SCHOOL DISTRICT

4/26/10  
10:20 PM

**PROPOSED TENTATIVE AGREEMENT - APRIL 26, 2010 814 PM**

CUEA AND CUSD agree to resolve all negotiation issues for 2009-2010 through 2011-2012 upon the terms and conditions set forth below:

- 1) The Collective Bargaining Agreement ("CBA") will be in effect from July 1, 2009 through and including June 30, 2012.
- 2) The previously agreed upon "language items" referenced in the Fact-finding Report will be incorporated into the CBA.
- 3) The terms set forth in the Implementation Resolution dated March 31, 2010 will be incorporated into the CBA except that the maximum contribution rates for the POS/PPO plan will be based upon 2010 District contribution rates.
- 4) Restoration language regarding wage and work year per attached.
- 5) Each party will have the right to re-open two Articles in 2011-2012.  
*THE CONTRACT WILL BE CLOSED FOR 2009-2010 and 2010-2011*
- 6) All other provisions of the CBA shall remain in full force and effect and the parties shall meet to revise and remove provisions that are inconsistent with paragraphs 1 through 5 above.
- 7) There shall be no reprisals against any unit member for his/her part in the strike or events leading up to and/or negotiating this Agreement. All unit members who participated in the strike shall lose compensation for such participation and such loss of compensation does not constitute a reprisal. Further, the District may take disciplinary action against any unit member convicted of any unlawful acts related to the strike.
- 8) Both parties shall withdraw with prejudice any and all unfair labor practice ("ULP") charges related to the recent impasse and strike and the parties hereby agree that any and all legal issues including any ULP issues related to the impasse and strike are hereby settled in full.

FOR CUEA 11:12pm 4/26/10  
*Sally White*

FOR CUSD  
at 11:15 PM  
4/26/10

*Jim ATCIC*

4/26/10  
10:20pm

Proposed Restoration Language

4/26/2010 6:45 PM

1. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 60% of these new revenues will be applied toward restitution of salary cuts for CUEA included in Board of Trustees Resolution No. 0910-60. *FOR THE PURPOSES OF THIS CALCULATION ADA INCREASES WILL BE REDUCED BY 50%*  
Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CUEA would receive restoration equal to 60% of this amount. Priority would be given to the restoration of the two day reduction in the student instructional year, meaning the student days would be restored before any monies were applied to the salary schedule.
2. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.
3. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students. *CALCULATION SHALL INCLUDE ANY INCREASED ADA OVER 09-10 P2 ADA, NOT PREVIOUSLY PAID TO CUEA AS A RESULT OF THIS RESTORATION FORMULA.*
4. This language will remain in effect until the funded base revenue limit per ADA increases to \$5,484. At that time the salary schedule and work year will be restored if not sooner.
5. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

Example

ADA Increase @ 50%

$$\$ 5083.60 \times 100 = \$ 508,360$$

$$508,360 \times 0.5 = \$ 254,180 \times 0.6$$

FOR CUEA 11:12 pm. 4/26/10

*Sally White*

FOR CUSD  
at 11:15 pm

4/26/10 275-  
Don RASCLE

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
 Name of Bargaining Unit: Capistrano Unified Education Association  
 Certificated, Classified, Other: Certificated

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
 (date) (date)

The Governing Board will act upon this agreement on: May 11, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation		Annual Cost Prior to Proposed Agreement  FY 2009-10	Fiscal Impact of Proposed Agreement		
			Year 1 Increase/(Decrease) FY 2009-10	Year 2 Increase/(Decrease) FY 2010-11	Year 3 Increase/(Decrease) FY 2011-12
1	<b>Salary Schedule</b> (3.7%) Effective 7/01/10	\$ 182,008,340		\$ (6,681,833)	\$ (6,782,061)
2	<b>Step and Column - Increase</b> (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ (1,336,203)	\$ -
3	<b>Other Compensation</b> - Furlough days 4 days in 2009-10, 5 in 2010-11 and 5 in 2011- 12	\$	\$ (3,680,000)	\$ (4,669,492)	\$ (4,739,534)
	<b>Description of other compensation</b> Salary Schedule Compression and Increase to the Cocurricular Base				
4	<b>Statutory Benefits</b> - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 20,949,160	\$ (424,000)	\$ (1,460,334)	\$ (1,326,135)
5	<b>Health/Welfare Plans</b>	\$ 25,685,413		\$ (1,462,000)	\$ (4,597,180)
6	<b>Total Compensation</b> - Increase (Decrease) (Total Lines 1-5)	\$ 228,642,913	\$ (4,104,000)	\$ (15,609,862)	\$ (17,444,910)
7	<b>Total Number of Represented Employees</b> (Use FTEs if appropriate)	2,227.90	-2.02%	-7.58%	-8.34%
8	<b>Total Compensation Average Cost per Employee</b>	\$ 102,627	\$ (1,842)	\$ (7,007)	\$ (7,830)
			-1.79%	-6.83%	-7.63%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 3.7 percent starting 7/1/10. Additionally there are 4 furlough days in 2009/10 and 5 each in 2010/11 and 2011/12*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*Step and Column movements will be frozen starting 7/1/10 until 2/1/11 at which time eligible employees will advance on the salary schedule and will receive approximately one half of the salary increase associated with that movement during 2010/11*

11. Please include comments and explanations as necessary.

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

*Restoration language is included in the proposed agreement. Two re-openers in 2011-2012 for each party.*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$34 million in 10-11 before this settlement. This deficit will be significantly reduced but other cuts will need to be made.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Propose Agreement**

**1. Current Year**

*N/A*

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

*N/A*

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund

Enter Bargaining Unit:

CUEA

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (2nd Interim)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ -	\$ -	\$ 248,866,460
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ -	\$ -	\$ 98,596,310
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ -	\$ -	\$ 347,462,770
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 197,741,508	\$ (3,680,000)	\$ -	\$ 194,061,508
Classified Salaries (2000-2999)	\$ 56,932,973	\$ -	\$ -	\$ 56,932,973
Employee Benefits (3000-3999)	\$ 72,694,230	\$ (424,000)	\$ -	\$ 72,270,230
Books and Supplies (4000-4999)	\$ 11,729,193	\$ -	\$ -	\$ 11,729,193
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ -	\$ -	\$ 28,311,425
Capital Outlay (6000-6599)	\$ 72,256	\$ -	\$ -	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ -	\$ -	\$ 10,419,996
Direct Support/Indirect Cost (7300-7399)	\$ (670,236)	\$ -	\$ -	\$ (670,236)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 377,231,345	\$ (4,104,000)	\$ -	\$ 373,127,345
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (29,768,575)	\$ 4,104,000	\$ -	\$ (25,664,575)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ -	\$ -	\$ 6,592,298
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (23,176,277)	\$ 4,104,000	\$ -	\$ (19,072,277)
<b>BEGINNING BALANCE</b>	\$ 35,911,399			\$ 35,911,399
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 12,735,122	\$ 4,104,000	\$ -	\$ 16,839,122
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ -	\$ -	\$ 1,455,000
Reserved for Economic Uncertainties (9770)	\$ 7,806,785	\$ -	\$ -	\$ 7,806,785
Designated Amounts (9775-9780)	\$ 3,473,337	\$ 4,104,000	\$ -	\$ 7,577,337
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	2.07%			2.09%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

CUEA

	2009-10	2010-11	2011-12
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 248,866,460	\$ 251,069,889	\$ 255,783,762
Remaining Revenues (8100-8799)	\$ 98,596,310	\$ 96,202,432	\$ 95,821,711
<b>TOTAL REVENUES</b>	\$ 347,462,770	\$ 347,272,321	\$ 351,605,473
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 194,061,508	\$ 188,650,582	\$ 192,506,391
Classified Salaries (2000-2999)	\$ 56,932,973	\$ 58,449,281	\$ 59,562,045
Employee Benefits (3000-3999)	\$ 72,270,230	\$ 74,421,126	\$ 76,071,743
Books and Supplies (4000-4999)	\$ 11,729,193	\$ 12,846,897	\$ 10,998,011
Services, Other Operating Expenses (5000-5999)	\$ 28,311,425	\$ 27,753,779	\$ 28,455,965
Capital Outlay (6000-6999)	\$ 72,256	\$ 272,256	\$ 72,256
Other Outgo (7100-7299) (7400-7499)	\$ 10,419,996	\$ 9,775,338	\$ 9,692,200
Direct Support/Indirect Cost (7300-7399)	\$ (670,236)	\$ (670,236)	\$ (670,236)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (25,664,575)	\$ (24,226,702)	\$ (25,082,902)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 6,592,298	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (19,072,277)	\$ (21,468,405)	\$ (22,324,605)
<b>BEGINNING BALANCE</b>	\$ 35,911,399	\$ 16,839,122	\$ (4,629,283)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 16,839,122	\$ (4,629,283)	\$ (26,953,888)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 1,455,000	\$ 1,322,491	\$ 1,256,399
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 7,577,336	\$ 829,656	\$ 829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -



**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES****1. State Reserve Standard**

		2009-10	2010-11	2011-12
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 373,127,345	\$ 371,499,023	\$ 376,688,375
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,462,547	\$ 7,429,980	\$ 7,533,768

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,806,786	\$ (6,781,430)	\$ (29,039,943)
h.	Reserve for Economic Uncertainties Percentage	2.09%	-1.83%	-7.71%

**3. Do unrestricted reserves meet the state minimum reserve amount?**

2009-10

Yes

☐

No

☒

2010-11

Yes

☐

No

☒

2011-12

Yes

☐

No

☒**4. If no, how do you plan to restore your reserves?**

CUSD still needs to settle with two other bargaining units (CSEA and Teamsters) plus management employees (CUMA). Additionally, CUSD is in the process of identifying other budget cuts that can be made. The Board of Trustees first reviewed this list of proposed cuts on April 13 and took action on them at the May 11th board meeting. Based on current projections an additional \$8.5 million will need to be cut in 10-11 and \$17. million in 11-12.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (4,104,000)
Ending Balance Increase (Increase)		\$ 4,104,000
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Ronald N. Lebs**  
**Contact Person**

\_\_\_\_\_  
**(949) 234 9214**  
**Phone**



**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**June 16, 2010**

- 2.2.1 Add to Representation "Lead Driver"
  - 2.5 New work
  - 9.2.12 Vacation Selection
  - 10.6 Furlough Days
  - 11.1 Wages
  - 12.1 Health benefits
  - 14.2.5 Side letter added to Contract
  - 18.1.1 Fuel Every Other Day
  - 18.1.6 Medical leave, Doctors note before bid
  - 18.1.11 Bidding of open routes
  - 18.4.3.1 Monthly Inservice Meetings
  - 18.8.3.1 No vacations for drivers during summer school recess work
  - 18.9.7 Uniform shirts-every other year
  - 18.9.9 Old shirts must be returned
  - 18.10.3 Dispatch O/T
- Split Shift for Non Workweek Overtime Assignments
- Delegated Behind the Wheel Trainers
- Salary Schedule Changes
- Two bid process, Pilot Program
- MOU – Last Minute Assignments with less than 30 minutes O/T

TR (K) JMS

### Length of Agreement

This concludes negotiations and closes the contract between Teamsters and Capistrano Unified School District for the 2009-2010 and 2010-2011. The duration of the agreement shall be for the 2010-2011 and 2011-2012 school years, expiring on June 30, 2012.

Each party will have the right to re-open two Articles in 2011-2012. Additional Articles may be opened by mutual agreement of both parties.

It is agreed that if the Capistrano Unified Educators Association are afforded restoration as per their collective bargaining agreement during the 2010-2011 school year, the District agrees to meet and confer with Teamsters.

TA (N) JCR

## **Article 1 - Agreement**

- 1.1 This agreement is made and entered into this **fifteen day of June 2010** by and between the Capistrano Unified School District, hereinafter referred to as "District", and General Truck Drivers, Office, Food & Warehouse Union, Teamsters Local 952, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as "Union".
- 1.2 This agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 All articles of this agreement shall remain in full force and effect from the date of ratification of this contract until June 30, 2012, when it shall terminate.

## **Article 2 - Recognition**

- 2.1 The District recognizes the Union as the exclusive bargaining representative in accordance with Section 3540.1 (e), Chapter 10.7 of Division 4 of Title 1 of the Government Code.

### **2.2 Representation**

The exclusive representative shall represent classified employees who are full-time or part-time, probationary or permanent employees, and who hold positions in the Transportation Department of the District as listed in Article 2.2.1 below.

- 2.2.1 Automotive Mechanic  
Transportation Dispatcher; 10, 11, and 12-month position  
Heavy Duty Mechanic  
School Bus Driver  
School Bus Inspector/Serviceperson  
Vehicle Maintenance Leadperson  
Vehicle Serviceperson  
Delegated Behind the Wheel Trainer  
Lead Driver

- 2.3 The exclusive representative shall not represent substitute employees, short-term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code, employees who are not listed in Section 2.2.1 above, and management, confidential, and supervisory employees as listed in Board Policy Number 2411 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative.
  - 2.3.1 All District classifications designated Management, Supervisory, Confidential and any designated per Government Code Section 3540.1.

TA

## **TEAMSTERS**

### **LOCAL 952**

- 2.5 New work that falls within the scope of Article 2.2 shall be negotiated with the exclusive representative. New work shall include, but not limited to work/items that are currently not covered by this agreement. Should a vote be required, the vote shall be held among the appropriate seniority unit employees being assigned the negotiated work.

6-11-10

TA  



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

TEAMSTERS

Vacation

- 9.2.12 Drivers may bid for vacation periods ~~on a semi-annual basis in conjunction with the driver's annual route bid.~~ The ~~District is to~~ will grant vacation for up to two (2) employees each work week day. ~~To be eligible, Drivers must will~~ submit a transportation ~~absence report form (T-75) (Request for Assignment Coverage)~~ form indicating their vacation dates ~~for the appropriate semester by the last day of August and January.~~ at the time of the bid. The ~~District~~ will schedule drivers' vacation based on seniority. Days bid will be indicated on a calendar that will be available for viewing. Vacation ~~rRequests received after the submission dates made~~ after the bid will be scheduled based on availability, date of submission and seniority. Requests for vacation days on days where the maximum number of employees have bid will be allowed by adding employee name to a waiting list. Subsequent openings for those days will be filled from that list. The ~~dDistrict~~ will post ~~the semester an updated vacation schedule not later than the tenth (10th) day of September and February of every month during the school year.~~ The District will post updates monthly. On a closed out date, if the day becomes available, the District will fill from the original bid list. On a pupil free day, vacation request priority will first go to drivers without schools in session.

Vacation changes may be made by an employee at any time during the fiscal year, subject to the approval of the supervisor. Vacation changes shall not affect previously scheduled vacations of any other bargaining unit employee.

An employee may ~~interrupt~~ convert or extend vacation leave in order to commence qualified sick leave or other leave upon proper notification and such verification as the Employer may require and vacation days not used shall be reinstated.

~~The parties agree to form a joint labor/management committee to study options for reduction of excessive absenteeism.~~

TA 



## FURLOUGH DAYS

Beginning with the 2010-2011 school year it is agreed to implement six (6) furlough days by Teamsters bargaining unit members with a corresponding reduction in the annual base pay of unit members. The full six day reduction in the work year shall consist of a two day reduction in the student instructional year and a four day reduction in non-student work days for a total of six days.

The Superintendent or designee is directed to meet with the Association to identify which six days will be reduced in 2011-2012. Should the parties fail to reach agreement, the Board reserves the right to determine which six days will be eliminated in any particular year.

TA [Signature] J [Signature]

**TEAMSTERS LOCAL 952 SALARY SCHEDULE**  
**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, CA  
7/1/2010 - 6/30/2011

Step 1	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 <sup>(1)</sup>	Step 10 <sup>(2)</sup>	Step 15 <sup>(3)</sup>	Step 20 <sup>(4)</sup>
Hourly Rate	Number									
10.40	7	1,803	1,893	1,988	2,087	2,191	2,301	2,416	2,537	2,664
10.66	8	1,848	1,940	2,037	2,139	2,246	2,358	2,476	2,600	2,730
10.93	9	1,894	1,989	2,088	2,192	2,302	2,417	2,538	2,665	2,798
11.20	10	1,941	2,038	2,140	2,247	2,359	2,477	2,601	2,731	2,868
11.48	11	1,990	2,090	2,195	2,305	2,420	2,541	2,668	2,801	2,941
11.77	12	2,040	2,142	2,249	2,361	2,479	2,603	2,733	2,870	3,014
12.06	13	2,091	2,196	2,306	2,421	2,542	2,669	2,802	2,942	3,089
12.36	14	2,143	2,250	2,363	2,481	2,605	2,735	2,872	3,016	3,167
12.68	15	2,197	2,307	2,422	2,543	2,670	2,804	2,944	3,091	3,246
12.99	16	2,252	2,365	2,483	2,607	2,737	2,874	3,018	3,169	3,327
13.32	17	2,308	2,423	2,544	2,671	2,805	2,945	3,092	3,247	3,409
13.65	18	2,366	2,484	2,608	2,738	2,875	3,019	3,170	3,329	3,495
13.99	19	2,425	2,546	2,673	2,807	2,947	3,094	3,249	3,411	3,582
14.34	20	2,486	2,610	2,741	2,878	3,022	3,173	3,332	3,499	3,674
14.70	21	2,548	2,675	2,809	2,949	3,096	3,251	3,414	3,585	3,764
15.07	22	2,612	2,743	2,880	3,024	3,175	3,334	3,501	3,676	3,860
15.44	23	2,677	2,811	2,952	3,100	3,255	3,418	3,589	3,768	3,956
15.83	24	2,744	2,881	3,025	3,176	3,335	3,502	3,677	3,861	4,054
16.23	25	2,813	2,954	3,102	3,257	3,420	3,591	3,771	3,960	4,158
16.63	26	2,883	3,027	3,178	3,337	3,504	3,679	3,863	4,056	4,259
17.05	27	2,955	3,103	3,258	3,421	3,592	3,772	3,961	4,159	4,367
17.48	28	3,029	3,180	3,339	3,506	3,681	3,865	4,058	4,261	4,474
17.91	29	3,105	3,260	3,423	3,594	3,774	3,963	4,161	4,369	4,587
18.36	30	3,183	3,342	3,509	3,684	3,868	4,061	4,264	4,477	4,701
18.83	31	3,263	3,426	3,597	3,777	3,966	4,164	4,372	4,591	4,821
19.30	32	3,345	3,512	3,688	3,872	4,066	4,269	4,482	4,706	4,941
19.78	33	3,429	3,600	3,780	3,969	4,167	4,375	4,594	4,824	5,065
20.28	34	3,515	3,691	3,876	4,070	4,274	4,488	4,712	4,948	5,195
20.79	35	3,603	3,783	3,972	4,171	4,380	4,599	4,829	5,070	5,324
21.31	36	3,693	3,878	4,072	4,276	4,490	4,715	4,951	5,199	5,459
21.84	37	3,785	3,974	4,173	4,382	4,601	4,831	5,073	5,327	5,593
22.39	38	3,880	4,074	4,278	4,492	4,717	4,953	5,201	5,461	5,734
22.94	39	3,977	4,176	4,385	4,604	4,834	5,076	5,330	5,597	5,877
23.52	40	4,076	4,280	4,494	4,719	4,955	5,203	5,463	5,736	6,023
24.10	41	4,178	4,387	4,606	4,836	5,078	5,332	5,599	5,879	6,173
24.70	42	4,282	4,496	4,721	4,957	5,205	5,465	5,738	6,025	6,326
25.32	43	4,389	4,608	4,838	5,080	5,334	5,601	5,881	6,175	6,484
25.96	44	4,499	4,724	4,960	5,208	5,468	5,741	6,028	6,329	6,645
26.60	45	4,611	4,842	5,084	5,338	5,605	5,885	6,179	6,488	6,812
27.27	46	4,726	4,962	5,210	5,471	5,745	6,032	6,334	6,651	6,984
27.95	47	4,844	5,086	5,340	5,607	5,887	6,181	6,490	6,815	7,156
28.64	48	4,965	5,213	5,474	5,748	6,035	6,337	6,654	6,987	7,336
29.36	49	5,089	5,343	5,610	5,891	6,186	6,495	6,820	7,161	7,519
30.09	50	5,218	5,477	5,751	6,039	6,341	6,658	6,991	7,341	7,708
30.84	51	5,346	5,613	5,894	6,189	6,498	6,823	7,164	7,522	7,898
31.62	52	5,480	5,754	6,042	6,344	6,661	6,994	7,344	7,711	8,097
32.41	53	5,617	5,898	6,193	6,503	6,828	7,169	7,527	7,903	8,298
33.21	54	5,757	6,045	6,347	6,664	6,997	7,347	7,714	8,100	8,505

Hourly Rate = Monthly Rate divided by 173.3:

Shift Differential: Any shift differentials are computed by adding \$68.00 to the monthly salary or by adding thirty cents (.39) to the hourly rate

- (1) Step 6, effective 1/1/01: An employee who has completed one (1) year of service with CUSD on Step 5 as of 1/1/01 is eligible for Step 6. Step 6 shall be 5% higher than Step 5.
- (2) Step 10: An employee who has completed one (1) year of service with CUSD on Step 6 and is beginning ten (10) or more years of consecutive, regular service with CUSD is eligible for Step 10. Step 10 shall be 5% higher than Step 6.
- (3) Step 15: An employee who is beginning fifteen (15) or more years of consecutive, regular service with CUSD is eligible for Step 15. Step 15 shall be 5% higher than Step 10.
- (4) Step 20, effective 1/1/01: An employee who is beginning twenty (20) years of consecutive, regular service with CUSD is eligible for Step 20. Step 20 shall be 5% higher than Step 15.

Effective: 7/1/2010 Includes a 1% decrease to the prior schedule as of 7/1/10.

Adopted:

EXHIBIT B  
(7 of 32)

Matrixed using QSS Method

**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**TEAMSTERS**

Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing employee plus one coverage the District will pay for the actual costs of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage the District will pay for the actual cost of insurance up to a maximum of \$5,840.70 per year; (b) for employees electing Employee plus one coverage the District will pay for the actual cost of insurance up to a maximum of \$12,111.10 per year; and (c) for employees electing Employee plus two or more coverage (family coverage) the District will pay for the actual cost of insurance up to a maximum of \$17,241.80 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision or dental plan and tier of coverage (i.e. employee only, employee plus one dependent or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The \$6 dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above. Any provisions of Article 12 of the Collective Bargaining Agreement to the contrary are hereby rescinded. All of the other terms and conditions regarding Article 12 including, but not limited to, any and all eligibility criteria shall remain in full force and effect.

It is anticipated that the District and Association will work together on health plan designs in order to meet the goal of having affordable high quality health plans available for all employees and their families.

TA  

**TEAMSTERS LOCAL 952  
TENTATIVE AGREEMENT  
with  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

**June 16, 2010**

NOTE: Example assumes a 10% increase across-the-board each year

<b>2010</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$74	\$155	\$221
HMO	0	0	0
Kaiser HMO	0	0	0

<b>2011</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$81	\$171	\$243
HMO	\$48	\$101	\$144
Kaiser HMO	\$0	\$0	\$0

<b>2012</b>	<b>Employee</b>	<b>Employee +1</b>	<b>Employee 2+</b>
POS	\$89	\$188	\$267
HMO	\$53	\$111	\$158
Kaiser HMO	\$13	\$26	\$34

The chart above demonstrates how an "Anthem Blue Cross POS and HMO cap at the 2010 rates" will work over time, assuming a 10% increase in medical benefits costs for all products – POS, HMO and Kaiser HMO each of two years. You will notice that the Kaiser HMO remains free in 2011 and then in 2012 begins to cost the employee a small amount.

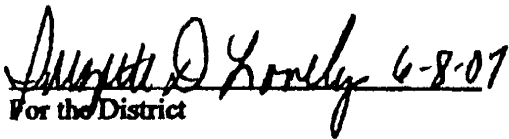
**SIDE LETTER  
AGREEMENT BETWEEN  
  
TEAMSTERS LOCAL 952  
AND  
CAPISTRANO UNIFIED SCHOOL DISTRICT**

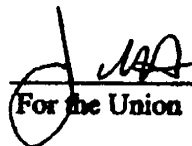
June 8, 2007

This side letter will alter the current language in Article 14.2.5 to read as follows:

The District shall deduct Union membership dues or service fees from the regular salary check of the unit member each month the employee works. Deductions for unit members who sign such authorization after the commencement of the school year shall be handled in the same manner.

The parties understand and agree this side letter must be ratified by the members of Teamsters Local 952.

 6-8-07  
For the District

 6-8-07  
For the Union

Fuel every other day

18.1.1 The District shall determine and set the duties and responsibilities of all assignments. An assignment may include trips, runs, routes, training responsibilities and other duties reasonably related to the transportation functions of the department. An assignment may also include floating trips, runs, routes, training responsibilities or other duties, each of which may be made on a daily basis by the District. Each assignment shall include a fifteen (15) minute pre-trip inspection for special education vans, and a thirty (30) minute pre-trip inspection for transit type buses, a ~~thirty (30)~~ twenty (20) minute ~~(or two x fifteen (15) minute)~~ fuel and clean segment and appropriate break(s). **Drivers will fuel their buses every other day except in cases where the drivers' fuel gauge drops below ½ a tank. Routes that require fueling more often will have an additional 10 minutes added to their routes upon verification.**

**Note: This will not change commute time currently included in the scheduling for CNG fueling.**

TA  Jm

**Proposed Bid Language change**

**18.1.6 If a bus driver is sick, injured, on medical leave or on workers' compensation at the time he/she would normally bid for an assignment, he/she must have a note from a doctor stating that the driver is released to work without restriction by the first day of school in order to bid for an assignment. Unless otherwise agreed to by the district this note must be delivered (10) ten working days prior to the bid.**

TA @ JCH



## Open Routes

- 18.1.11      **The district may make any changes to open routes as deemed necessary prior to the posting of open routes. Routes that become vacant throughout the year will be posted for a period of three (3) days for drivers to bid. The assignment will be provided to the most senior qualified driver bidding for the work. The successful bidder's route will then be posted and handled in a similar manner. After the second round the district will assign the available route as appropriate.**

TA ~~W~~

JCS

## Safety Meetings

### 18.4.3 ~~Monthly~~ Inservice Meetings

For the purpose of certificate renewal, drivers are required by Title 13, California Code of Regulations, to attend ten (10) annual inservice training hours from birthday to birthday for the purpose of keeping current their school bus driver certificate. The District will provide sufficient inservice hours at orientation and **other scheduled at monthly** meetings (~~one for regular drivers and one for special education drivers~~) to meet the annual inservice training hours requirement for school bus drivers. Drivers shall be required to attend ~~one of the monthly~~ **these scheduled** meetings ~~with emphasis on specific areas appropriate to their route.~~ Additionally, ~~a driver shall have the option of attending and receiving inservice training credit for attendance at both regular driver and Special Ed meetings; however, the driver shall only receive compensation for one of the meetings.~~ If a driver is performing assigned duties during any scheduled ~~monthly~~ meeting, he/she will be excused from attendance at that meeting. In the event a driver is precluded from attending a meeting due to a work assignment, the driver shall be provided additional training opportunities to achieve the required in-service hrs

#### 18.4.3.1

Any employee in a classification that does not require driving, who possesses a special school bus driver's certificate will be entitled to receive the required annual training provided they indicate their desire to maintain their license in writing at the annual bid. Sufficient mandatory training time will be scheduled for these employees during times of least impact to district operations. An employee in a classification that does not require driving, who does not possess a special school bus driver's certificate will not be entitled to this training.

TH (X) Jcz

18.8.3 Summer Bidding Procedures: Each year the District shall designate a day for drivers to bid on summer assignments. No later than thirty (30) days before the designated summer bid date, the District shall post a sign up sheet for participation in the summer bidding process. Only those drivers who sign up on the sheet no later than five (5) working days prior to the designated bid date can bid on summer assignments. Five (5) working days prior to the designated summer bid date, copies of each summer bid assignment shall be posted. The District shall endeavor to provide the Union with the bid assignments prior to posting. The posted summer assignments shall set forth the trips, runs, routes and other duties required in the assignment, and the designated hours of the day to be worked, the guaranteed number of work hours and the work days for each assignment. Once the bid assignments are posted, there will be no change to bid assignments during the bidding process without first consulting with the Union. Drivers who sign up for summer assignments shall bid on assignments and select a bus from the list of available buses for the assignment in order of seniority until all of the summer bid assignments are selected. A driver must be qualified to perform all of the duties in an assignment to bid for the assignment. After all of the summer assignments are made, any drivers on the sign up sheet who did not receive an assignment shall be placed on a summer substitute list.

18.8.3.1 No Vacations during Summer Bid assignments: No driver successfully bidding a summer assignment will be eligible for vacation for the duration of that summer bid assignment.

TA  JCM

CUSD contract language proposal 6/11/10

18.9 Uniform Provision

- 18.9.1 All school bus drivers, delegated behind the wheel trainers and dispatchers shall wear District uniform shirts during working hours.
- 18.9.2 Each employee will be fitted and will have a choice from the options as follows:
  - a. Option A: Five (5) button shirts in any combination of long or short sleeves.
  - b. Option B: Three (3) polo pullover shirts plus two (2) button shirts, or three (3) button shirts plus two (2) polo pullover shirts.
  - c. Option C: Five (5) polo style, pullover shirts.
- 18.9.3 Shirts will be leased or purchased by the District exclusively for the use of current CUSD employees for use in the workplace only.
- 18.9.4 Button shirts will be of a standard light blue color with stripes and a standard CUSD logo permanently affixed over the upper left or right pocket and a name tag permanently affixed over the right pocket. The color of the pullover shirts will coordinate with the blue stripe button shirt.
- 18.9.5 First names will be embroidered on pullover shirts and on tags for button shirts.
- 18.9.6 Shirts will be laundered at the employee's expense.
- 18.9.7 Shirts damaged or rendered unserviceable through normal use will be replaced by the District through the designated vendor at no cost to the employee. Shirts lost, damaged, or rendered unserviceable through malicious or inappropriate acts will be replaced by the District at the employee's expense. The shirts shall not be altered from their original condition or the employee will be charged replacement cost. **Replacement shirts will be available on a bi-annual basis.**

- 18.9.8 When a unit member's employment with the District terminates, all shirts issued to him/her shall be returned to his/her immediate supervisor prior to completion of his/her final day of employment.
- 18.9.9 Guidelines for wearing the District shirts shall be as follows:
- a. District shirts will be worn at all times while on the job. This includes all periods of overtime and when "called out" for emergencies.
  - b. District shirts will not be worn as an item of personal clothing at times or places not associated with the business of the District.
  - c. District shirts are to be worn in a manner that will present a neat and professional appearance.
  - d. District shirts shall not be worn in establishments where it would be considered more appropriate to be in personal clothing, e.g., establishments serving alcoholic beverages.
  - e. The District may make exceptions to the foregoing guidelines for specific District or community events. If an exception is made, the District will give notice to employees in advance of the event.
  - f. **Any shirts that are to be replaced or discarded must be returned to the district.**

TH (M) Jay

18.10 Dispatcher Work Assignments

- 18.10.1 Dispatchers shall use a system of classification seniority for the selection of work shifts and vacations. This selection shall take place in conjunction with the drivers' bid on an annual basis. If any other changes in working conditions occur such as alternative work weeks or different work locations are established, the same seniority based selection principle shall apply.
- 18.10.2 For each work day that school is in session, no more than one dispatcher will be allowed off for vacation.
- 18.10.3 **Non shift** Overtime for Dispatchers will be rotated.

*Shift overtime is defined as overtime which occurs immediately adjacent to the start or end of a given work shift.*

TA  Jera

### Split Shift for Non Workweek Overtime Assignments

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

The District may assign weekend trips as split shifts. Split shift weekend assignments will be limited to destinations in Orange County south of the 55 freeway.

Drivers can elect to work split overtime assignments. In no case, will a split overtime assignment be less than 5 hours total. Driver's who work one half of a split shift shall receive no less than 3 hours.

TA [Signature] Jack

This language will not appear as contract language but is provided to memorialize the understanding between the parties.

Delegate time will no longer be added to routes bid by Delegated behind the Wheel Trainers. Delegates will continue to receive range 29 during normal assignments and range 30 during time spent training. Delegates will be relieved from driving assignments to perform training or offered extra duty or overtime assignments as appropriate. In the event that no delegate is available to perform needed training the district may use other qualified staff to perform training providing the appropriate compensation is paid.

TA [initials] J [initials]



**TEAMSTERS LOCAL 952  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
2008/2009**

<b><u>SERIES</u></b>	<b><u>RANGE</u></b>
School Bus Driver	28
Delegated Behind The Wheel Trainer* Lead School Bus Driver State Certified Instructor	30
School Bus Inspector/Serviceperson	32
Transportation Dispatcher	32
Automotive Mechanic	36
Heavy Duty Mechanic	38

\*Delegated Behind the Wheel Trainers are School Bus Drivers who provide behind the wheel training for licensed drivers and are paid at this range during actual training time and at Range 29 for driving time.

TA (R) JWS

## Two Bid Process Pilot Program

In an effort to address the districts needs while maintaining desirable work assignment guarantees it is agreed that a one year two bid pilot program be implemented for the 2010 – 2011 school year. This process is intended to allow the district to more accurately create long term work assignments for the drivers due to the realization of the many changes and additions that take place after the beginning of the school year. The particulars of the two bid process are as follows:

Initial bid will take place the last week of August. The district will route as efficiently as possible endeavoring to meet the requirement of 18.1.2 in the initial bid short of adding unassigned time. Otherwise all other provisions of article 18.1 will be in effect.

After the initial bid and prior to the second bid all drivers will accept changes including the adding or taking away of certain equipment (such as a wheel chair bus) and/or those that increase route time for operational efficiency; in cases where more than one route can accommodate an addition or change equally well, the senior driver will be offered the change and have the right of refusal.

Extra assignments added after the bid (not part of the assignments guaranteed hours) during the initial bid period will stay with that assignment for two weeks after implementation of the second bid. Drivers bidding an assignment will be offered any extra assignments attached to that bid assignment at the time of second bid.

The second bid will take place during the first week of November.

All provisions of Article 18.1 will be in effect for the second bid including the guarantee of 45 full time assignments.

Discussions between the union and the district will take place after the second bid to determine if the parties wish to continue, discontinue, amend, or modify this two bid process into the 2011 – 2012 school year.

TA  JCH


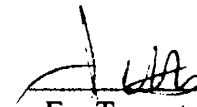
**Memorandum of Understanding  
Capistrano Unified School District and Teamsters 952**

**LAST MINUTE ASSIGNMENTS WITH LESS THAN  
30 MINUTES OF OVERTIME**

Last minute assignments called out over the radio, that a driver can work primarily as straight time, with no more than 30 minutes of over time may be assigned without regard to the overtime rotation roster.

In cases where two or more drivers are available under these terms, seniority will prevail.

If concerns arise the parties will meet to discuss and resolve any issues or matters. Should there be no resolution, the parties agree that this MOU will expire within ten working days at the request of Teamsters or the District or on June 30, 2011.

 _____ For the District	<u>June 16, 2010</u> _____ Date	 _____ For Teamsters	<u>6-16-10</u> _____ Date
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**CAPISTRANO UNIFIED SCHOOL DISTRICT**  
San Juan Capistrano, California

**TEAMSTERS**

Floating Holiday

The floating holiday set forth in article 10.1 shall be suspended for the period of July 1, 2010 through June 30, 2012.

**This tentative agreement was omitted from the listing of all items agreed to in current negotiations.**

**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
 Name of Bargaining Unit: Teamsters  
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2009 and ending: June 30, 2012  
 (date) (date)

The Governing Board will act upon this agreement on: June 29, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1 Salary Schedule (1.0%) Effective 7/01/10	\$ 5,768,500	\$ (57,685)	\$ (58,839)	\$ (60,016)
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -		\$ -	\$ -
3 Other Compensation - 6 Furlough days	\$	\$ (173,507)	\$ (176,977)	\$ (180,514)
Description of other compensation Assignment adjustments		\$ (119,938)	\$ (122,337)	\$ (124,800)
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.	\$ 1,296,766	\$ (78,934)	\$ (80,737)	\$ (82,107)
5 Health/Welfare Plans	\$ 1,130,547	\$ (60,100)	\$ (189,000)	\$ (333,460)
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 8,195,813	\$ (490,164)	\$ (627,890)	\$ (780,897)
7 Total Number of Represented Employees (Use FTEs if appropriate)	101.00			
8 Total Compensation Average Cost per Employee	\$ 81,147	\$ (4,853)	\$ (6,217)	\$ (7,732)
		-5.98%	-7.66%	-9.53%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 1.0 percent starting 7/1/10. Additionally there are 6 furlough days starting in 2010/11 plus work assignment adjustments equaling 2.08%*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*No.*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 2.08% result from work assignment adjustments.*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language.*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?**

Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement?** Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.

1. *Limited reopeners in 2011-12*

2.

*District agrees to meet and confer with Teamsters in the event that CUEA is granted restoration in 2010-11*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projects a deficit of \$6.7 million in 10-11 before this settlement. This deficit will now be reduced but other cuts will need to be made.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Propose Agreement**

1. Current Year

*N/A*

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

*N/A*

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

### Combined General Fund Teamsters

Enter Bargaining Unit:

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (Original Budget)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 249,785,206	\$ -	\$ -	\$ 249,785,206
Remaining Revenues (8100-8799)	\$ 92,961,217	\$ -	\$ -	\$ 92,961,217
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ -	\$ -	\$ 342,746,423
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ -	\$ -	\$ 186,828,395
Classified Salaries (2000-2999)	\$ 57,534,464	\$ (350,000)	\$ -	\$ 57,184,464
Employee Benefits (3000-3999)	\$ 73,446,926	\$ (140,200)	\$ -	\$ 73,306,726
Books and Supplies (4000-4999)	\$ 10,651,189	\$ -	\$ -	\$ 10,651,189
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ -	\$ -	\$ 26,184,258
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ -	\$ -	\$ 9,851,146
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 363,971,213	\$ (490,200)	\$ -	\$ 363,481,013
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,224,790)	\$ 490,200	\$ -	\$ (20,734,590)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,466,493)	\$ 490,200	\$ -	\$ (17,976,293)
<b>BEGINNING BALANCE</b>	\$ 23,250,730			\$ 23,250,730
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 4,784,237	\$ 490,200	\$ -	\$ 5,274,437
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 629,581	\$ 490,200	\$ -	\$ 1,119,781
Designated Amounts (9775-9780)	\$ 3,829,656	\$ -	\$ -	\$ 3,829,656
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.17%			0.31%



# 1. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

Teamsters

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 249,785,206	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 92,961,217	\$ 93,581,787	\$ 84,305,098
<b>TOTAL REVENUES</b>	\$ 342,746,423	\$ 348,859,623	\$ 345,977,338
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 186,828,395	\$ 190,549,160	\$ 192,185,918
Classified Salaries (2000-2999)	\$ 57,184,464	\$ 58,202,536	\$ 59,234,783
Employee Benefits (3000-3999)	\$ 73,306,726	\$ 75,066,957	\$ 76,545,168
Books and Supplies (4000-4999)	\$ 10,651,189	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,184,258	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,851,146	\$ 9,651,953	\$ 9,834,412
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (20,734,590)	\$ (20,019,000)	\$ (27,267,834)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ 2,758,297	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (17,976,293)	\$ (17,260,703)	\$ (24,509,537)
<b>BEGINNING BALANCE</b>	\$ 23,250,730	\$ 5,274,437	\$ (11,986,266)
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 5,274,437	\$ (11,986,266)	\$ (36,495,803)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 3,829,656	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

## J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

### 1. State Reserve Standard

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,481,013	\$ 368,878,623	\$ 373,245,172
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,269,620	\$ 7,377,572	\$ 7,464,903

### 2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 1,119,781	\$ (16,140,922)	\$ (40,650,459)
h.	Reserve for Economic Uncertainties Percentage	0.31%	-4.38%	-10.89%

### 3. Do unrestricted reserves meet the state minimum reserve amount?

2010-11	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2011-12	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
2012-13	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>

### 4. If no, how do you plan to restore your reserves?

CUSD still needs to settle with CSEA plus management employees (CUMA). Based on current projections an additional \$6.2 million will need to be cut in 10-11 and \$17 million in 11-12.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2009 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (490,200)
Ending Balance Increase (Increase)		\$ 490,200
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
(Signature)

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Ronald N. Lebs  
**Contact Person**

\_\_\_\_\_  
(949) 234 9214  
**Phone**

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

August 3, 2010

TO: Anna Bryson, President  
and Members  
Board of Trustees, Capistrano Unified School District

FROM: Ron Lebs, Deputy Superintendent Business & Support Services

SUBJECT: **2010/11 SALARY REDUCTIONS: CAPISTRANO UNIFIED  
MANAGEMENT ASSOCIATION**

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**BACKGROUND INFORMATION**

On June 29, 2010, the Board of Trustees and the members of the District's management team, Capistrano Unified Management Association (CUMA), reached agreement on a salary reduction/benefits cap/compensation package for fiscal year 2010/11. The terms of the compensation package herein were proposed and approved as part of the 2010/11 budget adoption to help offset the projected deficit and balance the 2010/11 fiscal year budget.

**CURRENT CONSIDERATION**

CUMA has agreed to take a compensation reduction through a combination of furlough days, salary reduction, and benefits cap as described below:

1. Furlough Days – All management and confidential (CUMA) employees will take eight mandatory furlough days with a corresponding reduction in salary.
2. Salary Reduction – For fiscal year 2010/11, the management and confidential (CUMA) salary schedules will be based on the 2008/09 salary schedules with a 3.7% reduction.
3. Benefits Cap – Effective January 1, 2011, the District will implement a maximum contribution for all HMO health insurance plans (currently Kaiser and Anthem Blue Cross) based upon 2010 Anthem Blue Cross HMO contribution rates at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$4,901.90 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$10,132.40 per year; and (c) for employees electing Employee plus two or more coverage (family coverage), the District will pay for the actual cost of insurance up to a maximum of \$14,412.20 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

Effective January 1, 2011, the District will implement a maximum contribution for any POS or PPO health insurance plan based upon the 2010 District contribution rates for the Anthem Blue Cross POS plan at each tier of coverage as follows: (a) for employees electing Employee only coverage, the District will pay for the actual cost of insurance up to a maximum of \$6,005.30 per year; (b) for employees electing Employee plus one coverage, the District will pay for the actual cost of insurance up to a maximum of \$12,454.40 per year; and (c) for employees electing Employee plus two or more coverage (family

coverage), the District will pay for the actual cost of insurance up to a maximum of \$17,730.90 per year. Insurance premium costs that exceed the tier of coverage elected by an employee shall be paid by the employee through equal monthly payroll deductions.

The District contributions for the life, dental, and vision plans shall be frozen at the 2009 benefit year levels effective January 1, 2011. Any premium costs that exceed the 2009 contribution levels for a particular life, vision, or dental plan and tier of coverage (i.e. employee only, employee plus one dependent, or family coverage) shall be paid by the employees electing such tier and plan through equal monthly payroll deductions.

The six dollar per participant per month MEBA fee has been included in the maximum contribution amounts set forth above.

4. Create Uniformity of Service Days – All principals will work a positive work-year calendar (no vacation accrual). Principal work years will be defined in Board Policy 4313 which will be revised to reflect this change. Seventeen elementary principals will have their salaries Y-Rated at their 2009/10 classification for 2010/11 to include the salary schedule decrease as part of their 3.7% salary rollback.
5. Affected Employees – This salary reduction and additional furlough day adjustment applies to all management and confidential employees (excluding Teaching Assistant Principals II).
6. Duration – This salary reduction and mandatory furlough days apply to the 2010/11 fiscal year; the benefit caps are ongoing.
7. Implementation of Furlough Days - Collaborating with his or her supervisor, each employee will develop a work year calendar and schedule furlough days in order to minimize the inconvenience and impact to the District.

### **FINANCIAL IMPLICATIONS**

The estimated general fund savings resulting from this salary reduction is \$1,470,000.

### **STAFF RECOMMENDATION**

It is respectfully recommended the Trustees approve the proposed CUMA salary reduction outlined herein.

**Terms of Tentative Agreement Reached Between the  
Capistrano Unified School District and  
California School Employees Association Chapter 224**

1. The following terms constitute the tentative agreement reached between the parties at 8:00 p.m. on September 1, 2010.
2. Term of the Agreement: This agreement shall be in full force and effect from July 1, 2010 to June 30, 2012. For fiscal 2011/2012 each party shall have the right to reopen two articles.
3. Except as modified herein, the agreement embodies all terms and conditions of the agreement between the Capistrano Unified School District and CSEA Chapter 224 that expired on June 30, 2010.
4. Tentative Agreements: In addition to the agreements set forth in this document, the parties incorporate by reference all other tentative agreements reached by the parties during these negotiations. Said other tentative agreements are attached to this document as Exhibit 1.
5. Work Year Modifications: Work year modifications as agreed to by the parties are attached to this document as Exhibit 2. For fiscal 2010/2011 the work modifications that commence this year are those that modify the employee work calendar to 192 work days including the following classifications- Independence Facilitator-Autism, IBI Assistant/Tutor and Senior IBI Assistant/Tutor. All other work year reductions set forth in Exhibit 2 commence in fiscal 2011/2012.
6. Salary Schedule: Section 11.1 shall be modified as follows: Effective July 1, 2010, the 2009/2010 classified pay schedule shall be reduced by 0.7% [seven-tenths of 1%] up to and including June 30, 2011. Effective July 1, 2011, the classified pay schedule shall be restored to the amount set forth in the 2009/2010 pay schedule.
7. Furlough Days: Section 11.1.1 shall be added as follows:

For fiscal 2010/2011 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees – 5 days
  - b. Ten month Employees- 7.5 days (see MOU)
  - c. Eleven Month Employees- 8 days
  - d. Twelve Month Employees- 9.5 days

For fiscal 2011/2012 classified unit members shall take furlough days as follows:

  - a. Nine Month Employees- 5 furlough days
  - b. Ten Month Employees- 5.5 furlough days
  - c. Eleven Month Employees- 6 furlough days
  - d. Twelve Month Employees- 6.5 furlough days
8. Holidays as Furlough Days: For nine month employees who have a work year reduction as set forth in Exhibit 2 above, the following holidays shall serve as three of the furlough days described in section 7 above for fiscal 2010/2011- November 26, 2010; December

23, 2010 and April 8, 2011. For Fiscal 2011/2012 the following holidays shall serve as three of the furlough days for nine month employees only--November 25, 2011; December 23, 2011, and the local spring holiday, exact date to be adopted by the Board of Trustees in the 2011/2012 calendar. For all other employees set forth in section 7 above for fiscal 2010/2011 the following days shall be unpaid days- November 26, 2010; December 23, 2010 and April 8, 2011.

9. **Scheduling of Furlough Days:** The Superintendent or designee is directed to meet with the Association to identify which days will be reduced in 2010-11 and 2011-12 by October 1, 2010.

10. **Step Freeze:** Section 11.1.2 shall be added as follows: Effective September 1, 2010 to August 31, 2011 unit members who are due a step increase on their anniversary date shall not receive said step increase for a period of one calendar year. Unit members shall receive their next occurring step increase on their following anniversary date.

11. **Elimination of Articles:** Upon the ratification of the agreement, the following articles are eliminated from the terms of the agreement:

- a. Article 3.8 Year Round School
- b. Article 9.3 Sick Leave Incentive
- c. Article 10.1.1 Floating Holiday

12. **Daily Work Schedule Modifications:** the district may modify work schedules as follows:

- a. Employee schedules that are 2.4 hours per day (hpd) or less may be adjusted to 2 hpd (Keep Food Service Workers, Food Service Cashiers).
- b. Employees with schedules from 2.5 hpd to 3.4 hpd may be adjusted to 3 hpd
- c. Employees with schedules 3.5 hpd to 3.9 hpd may be adjusted to 3.5 hpd
- d. Employees with schedules 5.5 hpd to 6 hpd may be adjusted to 6 hpd
- e. Employees with schedules 7.5 hpd and 8 hpd may be adjusted to 7 hpd (Bilingual Independence Facilitator (IF), IF SpEd, Lead Food Service I and II, Literacy Intervention Specialist, Nursing Specialist, Opportunity Assistant, Speech Language Pathologist Assistants; excludes High School Campus Supervisors, Preschool Teacher and Preschool Resource Teacher)

13. **Health and Welfare Benefits:** Amend section 12.2(a) as follows:

<u>Hours Worked</u>	<u>Percent Paid By District</u>
4 to less than 6	68.75%
6 to less than 8 hours	93.75%
8 hours	100.00%

Amend section 12.2 as follows:

Effective January 1, 2011, the parties agree the maximum contribution rate for all HMO health insurance plans based upon 2010 Anthem Blue Cross HMO contribution rates as follows: (1) the actual cost of the insurance up to a maximum of \$4,901.90 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$10,132.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$14,412.20 per year for employees electing employee plus two or more coverage (family coverage).



Effective January 1, 2011, the parties agree the maximum contribution for any POS or PPO health insurance plan based upon 2010 District contribution rates for Anthem Blue Cross POS plan at each tier of coverage as follows: (1) the actual cost of the insurance up to a maximum of \$6005.30 per year for employees electing employee only coverage; (2) the actual cost of the insurance up to a maximum of \$12,454.40 per year for employees electing employee plus one coverage; (3) the actual cost of the insurance up to a maximum of \$17,730.90 per year for employees electing employee plus two or more coverage (family coverage).

Effective January 1, 2011, the classified bargaining unit shall be provided with selections set forth above based upon the MEBA Plan "B" options for coverage and rates.

14. Article 4 shall be amended as follows with the following language:

**4.2.2.3.1 Mediation Level**

Subject to the terms set forth below, in the event the grievant is not satisfied with the decision at Level Three, he/she may request that the grievance be submitted to mediation. Within, ten [10] days of the receipt of the request for mediation, the Association and the District shall contact the California State Mediation and Conciliation Service [CSMCS] to request a mediator. The parties shall meet with the Mediator to discuss and attempt to resolve the dispute. The Mediator shall have no authority to impose a settlement upon the parties. In the event that the parties reach an agreement, the terms shall be reduced to writing and signed off by the parties. In the event that no resolution is reached, the grievant may exercise his/her right to appeal to Level Four pursuant to the language of section 4.2.2.4. From the date of ratification to June 30, 2011, for grievances that are initiated after the date of ratification, the Association may move the grievance to the mediation step set forth herein for up to twelve [12] grievances. For any grievance that occurs after the 12<sup>th</sup> grievance, the mediation step may be used by mutual agreement of the parties. During the month of June 2011, the parties shall meet with Mediator Don Razca to review the utilization of mediation as described in this article. Notwithstanding, the above, the parties may mutually agree to utilize the mediation step for any grievances initiated prior to the ratification of this agreement.

15. The parties agree to retain the Memorandum of Understanding regarding "Classification Plan."

16. Restoration Language:

A. It is the intent of the parties that if during the term of this agreement, and following the adoption of the 2010-11 and 2011-12 state budgets, CUSD's actual funded base revenue limit increases from the Governor's January 2010 Budget Proposal, 17.5% of these new revenues will be applied toward restoration of furlough days.

*For purposes of this calculation, ADA increases will be reduced by 50%.*

Any increase in new funded base revenue limit would need to be indexed so that once the first \$1,700,000 in new unrestricted funded base revenue limit is realized, CSEA would receive restoration equal to 17.5% of this amount. Priority will be given to the restoration of the reduction in the student instructional year, meaning the student days would be restored first.

B. The calculation of the amount available per unit of ADA shall include the funded base revenue limit increases, deficit reduction, equalization and/or any other ongoing unrestricted change to the state funding per unit of ADA in the 2010-11 and 2011-12 budgets. Tier three categorical flexibility is not included in the funded base revenue limit calculation.

C. CUSD's actual funded base revenue limit is defined for purposes of this agreement to be: funded base revenue limit per average daily attendance (ADA) x P-2 ADA. P-2 ADA increases will be reduced by 50% for purposes of this calculation to provide sufficient funding to cover the costs associated with the additional students.

*The calculation shall include any increased ADA over 09-10 P-2 ADA not previously paid to CSEA as a result of this restoration formula.*

D. This language will remain in effect through June 30, 2012.

E. If the current system of funded base revenue limit funding is discontinued or modified, or the state makes changes on how school districts are funded either party may reopen this agreement for the purpose of making the calculation consistent with the stated intentions of the parties and the procedure agreed herein.

**Example**

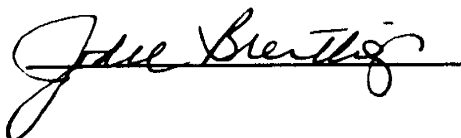
ADA INCREASE @ 50%

$$\$5,083.60 \times 100 = \$508,360$$

$$\$508,360 \times 0.5 = \$254,180 \times 17.5\%$$

Consistent with the intent of the HR Education Jobs and Medicaid Assistance Act of 2010 to protect and/or reinstate positions in education, the District will first consider how the funds may be used to preserve existing jobs, prevent additional layoffs, and/or reinstate positions eliminated through previous layoffs. Within ten days of official receipt of the funds, the District will meet with CSEA to discuss such positions that could be effected. In the event that the District chooses to use funds to offset compensation reductions for any employee group, the District agrees to re-open negotiations with CSEA.

For the District:



Date: 9-3-10

For CSEA Chapter 224:



Date: 9/3/10

CAPISTRANO UNIFIED SCHOOL DISTRICT  
and  
CAPISTRANO UNIFIED CHAPTER 224  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
  
CONTRACT LANGUAGE AGREEMENTS

New language is in **bold**.  
Deleted language is in ~~strikethrough~~.

**ARTICLE 2 – RECOGNITION**

The parties have reached tentative agreement on the following:

- 2.3 The exclusive representative shall not represent substitute employees, short term employees, temporary employees, exempt employees, student employees, or restricted employees per the Education Code and management, confidential, and supervisory employees as listed in Board Policy Number 4300 designating management and Section 2.3.1 below, or those classified employees presently represented by another exclusive representative. ~~Effective January 1, 2003,~~ Student Supervisors shall be considered short-term employees, unless they serve in another classified position.

The parties have reached tentative agreement on the following:

- 2.4.1 The District shall notify the Association of all newly created classified positions which shall be assigned to the bargaining unit in accordance with the requirement of Sections 2.2 above, except those which are lawfully declared management, confidential, or supervisory, and shall be assigned a salary range after negotiation with the Association.**

The parties have reached tentative agreement on the following:

**2.4.1.1 New Classifications**

**New classifications shall be of two types:**

- 1. Those which result from the reclassification of an existing position and which are:**
  - a. caused by a growth and/or expansion in responsibilities or from a combination of parts of former positions; or**
  - b. those which are new in composition and scope of responsibilities.**

## **ARTICLE 3 - HOURS OF EMPLOYMENT AND OVERTIME**

The parties have reached tentative agreement on the following:

- 3.4.1 Employees who work at least six hours or more per day shall be entitled to an unpaid duty-free lunch period of at least thirty (30) minutes.

The parties have reached tentative agreement on the following:

- ~~3.4.3 The parties to this agreement acknowledge that the unpaid lunch period can be waived by employees who work at a six hour work schedule through mutual agreement with the District.~~

The parties have reached tentative agreement on the following:

### **3.5 Shift Differential**

- ~~3.5.2 In the future, if a regularly assigned work shift is established which begins after 10:00 p.m., the District and the Association will mutually agree on a shift differential premium for such shift.~~

The parties have reached tentative agreement on the following:

- 3.7.1 An employee in the bargaining unit who works thirty (30) minutes or more per day in excess of his/her regular part-time work schedule for a period of twenty (20) consecutive working days or more shall have his/her regular work schedule adjusted upward to reflect the longer hours, effective with the next pay period. Said adjustment shall apply to Temporary Additional Assignments [TAA]. [Consistent application of Education Code Section 45137]

The parties have reached tentative agreement on the following:

### ~~3.8 Year Round School~~

- ~~3.8.1 Unit members who work year round schedules shall be recognized as classified employees for twelve (12) months per year (consistent with Ed Code Section 45102).~~
- ~~3.8.2 No unit member shall be required to accept a year round assignment. Unit members not wishing to accept a year round assignment shall be offered the opportunity to transfer to a comparable vacant position within the same classification.~~

The parties have reached tentative agreement on the following:

### **3.10 Compensatory Time**

- 3.10.1 Compensatory time off in lieu of overtime pay may be granted at the discretion of the District, in accordance with section 3.2.7 of this article, and will be given at the appropriate rate of overtime in accordance with the provisions contained in this section.

- 3.10.1.1 At the time the employee is offered an overtime assignment, the supervisor will inform the employee if compensatory time is available in lieu of overtime pay. The compensatory time off shall be at the overtime rate.**

**The parties have reached tentative agreement on the following:**

- 3.10.3 Compensatory time shall be recorded on an official form. The original will be maintained by the employee's supervisor and a copy will be provided to the employee. A new copy will be provided after any change, either through additional hours added or in a reduction of hours through payment.**

**The parties have reached tentative agreement on the following:**

- 3.10.4 Upon separation from the District, for any reason, any accrued compensatory time will be paid in accordance with this Article at the earliest convenience of the District, but not to exceed 60 days from date of separation.**

## ARTICLE 4 - GRIEVANCE PROCEDURE

The parties have reached tentative agreement on the following:

4.2.2.1 Level One - Within 30 days after the occurrence or the act of omission giving rise to the grievance, the grievant must present his/her grievance on the prescribed District form to his/her immediate supervisor. The form shall include statements indicating:

- a. How the individual employee was adversely affected;
- b. The specific section of the contract allegedly violated;
- c. The specific remedy sought by the employee to resolve the grievance.

~~A An informal~~ conference shall be held within the stated time limits at the written request of either the grievant or the immediate supervisor.

The immediate supervisor shall communicate his/her decision to the employee in writing within ~~five~~ **ten** days after receiving the grievance or within ~~five~~ **ten** days after the informal conference. If the immediate supervisor does not respond with the time limits, the grievant may appeal to the next level.

4.2.2.2 Level Two - In the event the grievant is not satisfied with the decision at Level One, he/she may appeal the decision **in writing** to the ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the grievance meeting. The designee shall have the authority to resolve the grievance. ~~This statement~~ **The appeal** shall include a copy of the original grievance, the decision rendered, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form.

~~An informal~~ **A** conference shall be held within **10 days of the receipt of the appeal** ~~the stated time limits at the written request of either the grievant or the Deputy Superintendent, Personnel Services or designee.~~

The ~~Deputy Superintendent, Personnel Services~~ **Ddepartment head** or designee shall communicate his/her decision to the grievant in writing within ten (10) days after ~~receiving~~ **the appeal meeting**. If the ~~Deputy Superintendent, Personnel Services~~ **department head** or designee does not respond within the time limits, the grievant may appeal to the next level.

4.2.2.3 Level Three - In the event the grievant is not satisfied with the decision at Level Two, he/she may appeal the decision in writing to the Assistant Superintendent, Personnel Services or designee within ten (10) days. In the event the District selects a designee rather than the named agent, the District must advise CSEA of the change five days in advance of the Level Three meeting. The designee shall have the authority to resolve the

**grievance. The appeal shall include a copy of the original grievance, a copy of the Level Two decision, and a statement of the reasons for the appeal. The appeal shall be submitted on the prescribed form. A conference shall be held within 10 days of the receipt of the appeal. The Assistant Superintendent, Personnel Services or designee shall communicate his/her decision to the grievant in writing within ten (10) days after the Level Three meeting.**

**The parties have reached tentative agreement on the following:**

**4.3.2.1 The Association shall notify the District in writing by October 1 of each school year and upon any changes thereafter of the names of the job stewards and the groups of employees they represent. Such determination shall be made in a manner, which minimizes release time for processing grievances. Eligible CSEA designee/representatives will be released to attend to grievance processing with minimal interruption to the employee's work day and work load.**

**The parties have reached tentative agreement on the following:**

**4.4.4 Both parties agree that the proceedings of the grievance procedure shall be kept informal and confidential.**

## **ARTICLE 5 - SAFETY**

The parties have reached tentative agreement on the following:

- 5.6 Safety equipment currently required by ~~and paid for by~~ the District shall ~~continue to be paid~~ provided by the District. ~~for by the District as such equipment is required.~~



## ARTICLE 6 - EVALUATION PROCEDURE

The parties have reached tentative agreement on the following:

- 6.3 If deemed necessary by ~~the Superintendent or the employee's~~ immediate supervisor, the employee shall be evaluated at more frequent intervals.

The parties have reached tentative agreement on the following:

- 6.6 All copies are to be signed by the employee and the evaluator ~~supervisor. The fact that the employee signs, does not necessarily mean that he/she agrees with the evaluation.~~ The employee shall sign the appraisal with the understanding that the employee's signature does not mean the employee is in agreement with the evaluation, only that the evaluation has been discussed with the employee.

The parties have reached tentative agreement on the following:

- 6.7 Evaluators are to make comments on the evaluation form relative to outstanding work, poor work, specific comments on strengths or weaknesses, and specific recommendations for improved performance. ~~Failure by the employee to show satisfactory improvement may be deemed just cause for dismissal-discipline pursuant to Article 17.~~

The parties have reached tentative agreement on the following:

- 6.7.1 The appraisal form represents the supervisor's current evaluation of the unit member's performance. ~~No attempt is to be made to average out past and present performance.~~

The parties have reached tentative agreement on the following:

- 6.7.2 Any ratings that translate to "Needs Improvement," or "Unsatisfactory" shall include in the comments area of the Performance Appraisal (or an attachment) an explanation of the need for improvement, or the basis for unsatisfactory performance. Prior documentation and/or memos of prior discussions (within the evaluation period) regarding performance or behavior shall have been provided to the employee.

## ARTICLE 7 - TRANSFERS AND ASSIGNMENT

The parties have reached tentative agreement on the following:

- 7.1.2 CSEA shall be provided with a copy of all job descriptions, and upon any job description revision.

The parties have reached tentative agreement on the following:

- 7.2.1 Positions will be posted as needed, and will be open to internal and external candidates in accordance with the provisions of this Article.

The parties have reached tentative agreement on the following:

- ~~7.2.2 All qualified applicants will be placed in a pool for subsequent referral to sites or selection interviews.~~

The parties have reached tentative agreement on the following:

- ~~7.2.4 Applicants in the pool will be considered for four months or until the pool is exhausted, whichever occurs first.~~

The parties have reached tentative agreement on the following:

### ~~Lateral Transfers~~

- ~~7.2.5 Internal postings will continue for lateral transfers only. Such postings shall occur upon receipt of an approved Employee Requisition for a period of five (5) calendar days and will include the location of the vacancy.~~

- ~~7.2.6 Candidates from the applicant pool will be referred after lateral transfers have been considered.~~

The parties have reached tentative agreement on the following:

- 7.3.1 A permanent unit member may request a transfer to a position in the same classification when a vacancy occurs by **completing and submitting an on line application transfer request form on line** to Personnel Services. Employee initiated transfer requests shall be given first consideration as defined in 7.0.

The parties have reached tentative agreement on the following:

- 7.9.3 Employees who are transferred by the District shall be informed by the appropriate supervisor or manager in writing at least ~~seven~~ **ten** working days prior to the effective date. Notification may be less than ~~seven~~ **ten** days if student enrollment, potential harm to students or staff, or other extenuating circumstances exist or if the employee and supervisor mutually agree.

Employees shall also receive notification of their right to a conference pursuant to ~~Article 7.8.4~~ **Article 7.9.4**.

The parties have reached tentative agreement on the following:

- 7.9.4 Unit members being considered for a District initiated transfer shall be afforded an opportunity to conference with the supervisor(s) before a final decision is made. **If requested, The** unit members shall have the right to an Association representative at the meeting and be notified of the reasons for the transfer. ~~if they request them.~~

The parties have reached tentative agreement on the following:

- 7.9.5 Upon written request to Personnel Services, employees may also request a conference **with ~~Deputy~~ Assistant Superintendent ~~Personal~~ Personnel Services or designee** regarding the reasons for a District initiated transfer. The employee may be accompanied to the meeting by an Association representative. CSEA or the employee may request that the reasons for the transfer be set forth in writing. Such a written response shall be provided within five (5) working days.

## ARTICLE 8 - LEAVES

The parties have reached tentative agreement on the following:

- 8.3.2 An employee in the bargaining unit ~~whose regular assigned shift commences after 3:00 p.m. and~~ who is required to serve four hours or more of that day on jury duty shall be excused from work without loss of pay per the provisions described herein.

The parties have reached tentative agreement on the following:

- ~~8.5.9.1.1 Employees who are in probationary status shall receive extended sick leave at the difference between the salary the employee receives for the position he/she is working less the cost of a substitute employee, whether or not a substitute employee is employed.~~

The parties have reached tentative agreement on the following:

### **8.7.1.8- School Activity Leave as set forth in section 8.12 of this Article**

The parties have reached tentative agreement on the following:

#### **8.12 School Activity Leave**

Employees who are parents, guardians or grandparents who have custody of one or more children in grades K-12 may use up to 40 hours per school year to participate in school activities for their children.

Employees may use vacation, compensatory time, **personal necessity** or leave without pay for this purpose. However, no more than eight hours in any calendar month may be used and employees must give reasonable notice to their Supervisor of the planned absence for "School Activity Leave" prior to taking the time off, and such time shall be approved by the Supervisor.

If both parents of a child are employed at the same worksite, only the parent who first gives notice may qualify for the leave.

## ARTICLE 9 - VACATIONS

The parties have reached tentative agreement on the following:

### ~~9.3 Sick Leave Incentive~~

~~9.3.1 An employee will be eligible for an additional one day of vacation for each three month period that sick leave benefits have not been used. To be eligible for this program, the employee must have a minimum balance of five earned sick days. Such sick leave must be accrued while the unit member is employed in CUSD.~~

## ARTICLE 10 - HOLIDAYS

The parties have reached tentative agreement on the following:

~~10.1.1 The Floating Holiday must be used within each fiscal year and may not be accrued. Effective July 1, 2007 employees must have attained permanent status to be eligible to use their Floating Holiday.~~

## ARTICLE 11 - WAGES

The parties have tentative agreement on the following:

- **Effective July 1, 2010 through June 30, 2011, unit members shall not advance on the salary schedule.**

The District have tentative agreement the following:

### 11.4 Longevity

Effective July 1, 1994, Step 10 was added to the Classified Salary Schedule in lieu of longevity increments. Employees who completes one (1) year on Step 6 and are commencing their tenth (10) year of consecutive, regular service with CUSD is are eligible for Step 10 which shall be 5% higher than Step 6.

In addition, effective 7/1/97, Step 15 was added to the Classified Salary Schedule. Employees who are beginning their 15th year of consecutive service are eligible for Step 15, which shall be 5% higher than Step 10 effective July 1, 2006.

Effective 7/1/98, Step 20 was added to the Classified Salary Schedule. Employees who are beginning their 20th year of consecutive service are eligible for Step 20, which shall be 2.5% higher than Step 15.

## **ARTICLE 16 - LAYOFF AND REEMPLOYMENT**

### **16.1 Definitions**

- 16.1.1** "Layoff" as used in this section, means any reduction in hours of employment or assignment to a classification or grade lower than that in which the employee is currently serving.
- 16.1.2** "Classification" as used in this section, means that each "position" in the classified service shall have a designated title, a specific statement of the duties required to be performed by the employees in such a position, and a regular monthly salary range. Each "classification" within the District will have any number of individual "positions" with a specific number of hours per day, hours per week, and months per year.
- 16.1.3** "Bumping" or "displacement" as used in this section, is defined as the right of an employee in a classification identified by the Board for layoff to displace employees in accordance with the provisions of 16.4.2, or in other classifications which the employee has held.
- 16.1.4** "Lower Classification" as used in this section, is defined as a classification currently placed at a lower range on the salary schedule than that of the affected employee.
- 16.1.5** "Higher Classification" as used in this section, is defined as a classification currently placed at a higher range on the salary schedule than that of the affected employee.
- 16.1.6** "Length of Service" as used in this section, is defined as date of hire in a classification.
- 16.1.7** "Seniority" as used in this section, is defined as length of service within a classification, plus higher classification.
- 16.1.8** No permanent or probationary classified employee shall be laid off or voluntarily reduced from any position while employees serving under short-term or substitute status are retained in positions of the same classification.
- 16.1.9** A short-term or substitute employee may be separated at the completion of the assignment without regard to the procedures set forth in this Article.

### **16.2 Reasons for Layoff**

- 16.2.1** Reason(s) for layoff shall be for lack of funds and/or lack of work.
- 16.2.2** Layoff results in the elimination of a position or reduction in assigned time.
- 16.2.3** Layoffs occur as follows:
  - 16.2.3.1** When as a result of the expiration of a specially funded program, positions must be eliminated at the end of any school year, and employees will be subject to layoff for lack of funds, the employee laid off at the end of such school year shall be given written notice on or before April 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and rehire rights. However, if the termination date of any specially funded program is other

than June 30, such notice shall be given not less than 45 days prior to the effective date of their layoff.

16.2.3.2 When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, affected employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights.

16.2.4 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of employees, nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board, without the notice required by Section 16.2.3

**16.3 Computation of Seniority**

16.3.1 Length of service in a classification shall be the only criterion used to determine seniority.

16.3.2 In the event two or more employees in the same classification hold the same seniority date, seniority order shall be determined by lot. Drawings by lot will be observed by a CSEA representative. The lot procedure will be by mutual consent of the District and CSEA.

16.3.3 Employees must have held a position in a classification to accrue seniority.

16.3.4 If an employee is assigned to a position in a lower classification seniority accumulation for the higher class discontinues.

16.3.5 When reclassification results in the upgrade of the classification seniority date shall be the effective date of reclassification unless the District and CSEA agree otherwise writing.

**16.4 Order of Layoff, Notification, Employee Rights**

16.4.1 The specific positions to be eliminated or reduced shall be determined by the Board.

16.4.2 The order of layoff within the classification shall be determined by seniority. The employee who has been employed the shortest time in the classification, plus higher classifications, shall be laid off first.

16.4.3 Senior employees shall bump the least senior employees in their own classification as follows: Employees shall bump the least senior employee in the classification that has at least the same number of hours per day and months per year. In the event a bump of equal number of hours per day and months per year is not available, the employee shall bump the least senior employee in the classification that is the closest to the daily hours per day and months per year. The same standard shall hold for employees bumping into a lower classification for which they have bumping rights.

16.4.4 If a vacancy exists within the same classification, the employee affected by layoff shall be offered vacant positions based on seniority, and if possible without increasing the assigned time.



- 16.4.5 If no vacancy exists within the same classification, the employee affected by layoff from his/her present classification may bump into the classification previously held, provided sufficient seniority is held and if possible without increasing the assigned time.
- 16.4.6 Employees shall be given notice of layoff not less than 45 days prior to the effective date of layoff and informed of their displacement rights, if any, and rehire rights.
- 16.5 Rehire
- 16.5.1 The names of employees who are laid off, displaced or have hours reduced in lieu of layoff shall be placed on the rehire list for the classification from which they were laid off.
- 16.5.2 The rehire list for a classification shall be used before any other means of filling vacancies for that classification except for senior classified employees with superior statutory rights also facing layoffs. Offers to rehire shall be made first to the employee with the greatest seniority and shall be in reverse order of layoff.
- 16.5.3 Employees who are laid off are eligible for rehire for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such employees laid off have the right to participate in promotional examinations within the District during the period of 39 months.
- 16.5.4 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for rehire for an additional period of up to 24 months; provided, that the same tests of fitness under which they qualified for appointment to the classification shall still apply.
- 16.5.5 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall have the option of returning to a position in their former classifications or to positions with increased assignment time as vacancies become available.
- 16.5.6 When an employee on the rehire list is notified of a vacancy and fails to respond within 10 calendar days or accepts a position and fails to report for work within two calendar weeks from the date of acceptance shall be removed from the rehire list and shall forfeit all rights to which he/she would otherwise be entitled.
- 16.6 Retirement in Lieu of Layoff
- 16.6.1 Notwithstanding any other provisions of law, any employee who was subject to being, or was in fact, laid off and who elected service retirement from the Public Employee's Retirement System (PERS) shall be placed on an appropriate rehire list. The District shall notify the Board of Administration of PERS of the fact that the retirement was due to layoff. If the employee is subsequently subject to rehire and accepts, the District shall maintain the vacancy until the Board of Administration of PERS has properly processed the employee's request for reinstatement from retirement

***The district shall not subcontract the work of laid off employees and shall honor all such prohibitions on subcontracting as set for in Education Code section 45103.1.***

***Employees subject to layoff shall be appointed to any vacancies for which they are deemed qualified by the District. Qualifications for a position may be determined through an interview and selection process. When multiple affected employees are deemed equally qualified for a position, each shall be entitled to participate in the interview and selection process.***

***Nothing in this article, including the definition of "layoff," shall be deemed a waiver of the right of CSEA to negotiate the impacts and effects of a decision to layoff or the decision and impacts and effects of reductions in assigned time.***

***Bumping into a classification with fewer assigned hours, including within a classification, shall not be considered a reduction in assigned time.***

**9 ½ MONTH EMPLOYEES:**

Behavior Intervention Assistant	Senior IBI Assistant/Tutor
Bilingual Clerk	Speech and Language Pathologist Asst (SLPA)
Bilingual Community Services Liaison	Storekeeper/Deliver Driver (Food Services)
Bilingual Independence Facilitator	
Bilingual Inst Asst	
Bilingual Inst Asst-Preschool	
Bilingual Inst Asst-Special Education	
Bilingual Instructional Assistant - Community Education ESL	
Caregiver-Special Education	
Certified Occupational Therapist Asst (COTA)	
Elementary Library Media Technician	
Elementary School Clerk	
Food Service Elementary Cashier	
Food Service Worker	
Health Assistant	
High School Campus Supervisor	
IBI Assistant/Tutor	
Independence Facilitator-Autism	
Independence Facilitator-SpEd	
Infant/Toddler Child Care Provider	
Inst Asst-Community Ed ESL	
Inst Asst-Community Education	
Inst Asst-Computer Lab	
Inst Asst-Culinary Arts	
Inst Asst-ELD	
Inst Asst-Preschool	
Inst Asst-Science	
Inst Asst-SH Swimming	
Inst Asst-Sp Ed Preschool	
Inst Asst-Special Education	
Inst Music Assistant	
Instructional Assistant	
Intermediate Office Assistant (Elem Svcs)	
Interpreter for the Hearing Impaired	
Lead Food Service Worker I	
Lead Food Service Worker II	
Licensed Vocational Nurse	
Literacy Intervention Assistant	
Middle School Campus Supervisor	
Noon Aide	
Nursing Specialist	
Opportunity Assistant	
Preschool Resource Teacher	
Preschool Teacher	
School Clerk I	
School Secretary I (K-8)	
	Sub-Total 180
	Vacation 12
	Total 192

**10 MONTH EMPLOYEES:**

High School Attendance Clerk
School Clerk I (Middle/High School)
School Clerk II
School Secretary I (K-8)
School Secretary I (Middle/High School)
School Secretary I (Comm Ed)
School Secretary II (Middle/High School)

Sub-Total	187
Vacation	13
Total	200

**10 ½ MONTH EMPLOYEES:**

Bilingual Elementary School Clerk
Bilingual Elementary School Office Manager
Elementary School Clerk
Elementary School Office Manager
High School Library Media Clerk
High School Library Media Technician
Middle School Library Media Technician

Sub-Total	203
Vacation	13
Total	216

**10 ¼ MONTH EMPLOYEES:**

Academic Advisor
Account Clerk III (Food Services)
Accounting Technician I (Preschool)
Activities Account Clerk
Alternative Education Office Manager
Bilingual Staff Secretary (LAC)
Braille Transcriber
Buyer (Food Services)
Community Education Office Manager
Head Academic Advisor
High School Office Manager
Intermediate Office Assistant (Elem Svcs/Music)
Job Technician I (SCHS)
Licensed Vocational Nurse
Middle School Office Manager
Nursing Specialist
Occupational Therapist
Research & Assessment Technician
Registrar
School Clerk I (Comm Ed)
School Secretary I (Alternative Schools)
School Secretary II
School Receptionist
Theater Manager

Sub-Total	208
Vacation	13
Total	221

## 12 MONTH EMPLOYEES:

Account Clerk I
Account Clerk II
Account Clerk III
Accounting Tech I
Accounting Tech II
Assistant Buyer
Attendance/Accounting Tech
Benefits Technician
Bilingual Clerk
Bilingual Intermediate Office Assistant
Bindery Worker
Bilingual Inst Asst-Preschool (Full Day State Program)
Buyer (Purchasing)
Buyer/Planner
Custodian I
Custodian II
Custodian III
Custodian IV
District Receptionist
District Registrar
Early Intervention Transition Spec
Electronic Specialist
Enrollment Technician
Grounds Equipment Operator
Groundskeeper
Heat & A/C Conditioning Asst
Heating A/C & Refrigeration Tech
Heavy Equipment Operator
Info Systems Specialist I
Info Systems Specialist II
Info Systems Specialist III
Inst Asst-Preschool (Full Day State Program)
Instructional Materials Specialist
Intermediate Office Assistant
Inventory/Parts Specialist
Irrigation Specialist
Job Technician I (Career Preparation)
Job Technician II
Lead Accounting Tech
Lead Intermediate Office Assistant
Lead Programmer/Analyst
Lead Warehouse Worker (Food Svcs)
Maintenance Carpenter

Maintenance Electrician
Maintenance Locksmith
Maintenance Painter
Maintenance Planner
Maintenance Plumber
Maintenance Operations Storekeeper
Maintenance Welder
Payroll Specialist
Personnel Assistant
Pesticide Applicator Technician
Physical Therapist
Pool Maintenance Technician
Preschool Teacher (Full Day State Program)
Reprographics Technician
Research/Evaluation Analyst
Risk Management Lead
School Clerk I (Comm Ed)
Senior Staff Secretary
Special Education Legal Specialist
Staff Secretary
Storekeeper/Delivery Driver
Technology Support Spec I
Technology Support Spec II
Technology Support Spec III
Technology Support Spec IV
Training/User Support Spec
User Support Specialist
Web Master



**Orange County Department of Education  
District Fiscal Services**

**PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT  
in Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449**

Name of School District: Capistrano Unified School District  
 Name of Bargaining Unit: CSEA  
 Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: July 1, 2010 and ending: June 30, 2012  
 (date) (date)  
 The Governing Board will act upon this agreement on: September 28, 2010  
 (date)

**A. Proposed Change in Compensation**

Compensation	Annual Cost Prior to Proposed Agreement  FY 2010-11	Fiscal Impact of Proposed Agreement		
		Year 1 Increase/(Decrease) FY 2010-11	Year 2 Increase/(Decrease) FY 2011-12	Year 3 Increase/(Decrease) FY 2012-13
1 Salary Schedule (0.7%) Effective 7/01/10	\$ 56,071,400	\$ (320,460)	\$ -	\$ -
2 Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	\$ -	\$ (921,039)	\$ (921,039)	\$ (939,460)
3 Other Compensation - Furlough days	\$	\$ (1,945,063)	\$ (1,217,611)	\$ -
Description of other compensation Assignment adjustments		\$ (700,523)	\$ (1,242,464)	\$ (813,476)
4 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare etc.		\$ (873,816)	\$ (760,074)	\$ (394,059)
5 Health/Welfare Plans		\$ (573,400)	\$ (1,821,876)	\$ (3,177,500)
6 Total Compensation - Increase (Decrease) (Total Lines 1-5)	\$ 56,071,400	\$ (5,334,301)	\$ (5,963,064)	\$ (5,324,495)
7 Total Number of Represented Employees (Use FTEs if appropriate)	1,432.00	-9.51%	-10.63%	-9.31%
8 Total Compensation Average Cost per Employee	\$ 39,156	\$ (3,725)	\$ (4,164)	\$ (3,718)
		-9.51%	-10.63%	-9.50%

9. What was the negotiated percentage decrease approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

*The decrease is 0.7 percent from 7/1/10 to 6/30/11. Additionally there are between 5 and 12.5 furlough days or unpaid holidays in 10-11 and 5 and 6.5 furlough days in 2011-12 depending on the employee's work calendar.*

10. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

*A freeze in step movement will be implemented for one full year effective September 1, 2010 until August 31, 2011*

11. Please include comments and explanations as necessary.

*Additional salary reductions adding up to 1.53% in 2010-11 result from work calendar adjustments and work hour adjustments that will be partially implemented in 2010-11 and fully implemented in 2011-12*

12. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

*The plans are capped at the 2010 calendar year rates. The effective date of the cap is January 1st, 2011.*

- B. Proposed Negotiated Changes in Noncompensation Items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

*Mutually agreed upon adjustments to contract language including limited mediation for grievances and restoration language*

- C. What are the specific impacts on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

*There are no specific impacts on instructional and support programs in order to accommodate the settlement.*

**D. What contingency language is included in the proposed agreement? Include specific areas identified reopeners, applicable fiscal years, and specific contingency language.**

*1. Limited reopeners in 2011-12*

**E. Will this agreement create, or decrease deficit financing in the current or subsequent year(s)?**

"Deficit Financing" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

*The agreement will decrease "deficit spending" (as defined above) in the current year and in future years. The district projected a deficit of \$5.5 million in 10-11 before this settlement. This deficit will now be eliminated once other budget adjustments are made at first interim.*

**F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.**

*None*

**G. Source of Funding for Proposed Agreement**

**1. Current Year**

*N/A Since the settlement is a decrease there are no increased obligations.*

**2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?**

*N/A*

**3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)**

*N/A Since the settlement is a decrease there are no increased obligations.*

## H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund CSEA				
Enter Bargaining Unit:				
	Column 1 Latest Board- Approved Budget Before Settlement (Revised Budget)	Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
<b>REVENUES</b>				
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ -	\$ -	\$ 249,817,746
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ -	\$ -	\$ 97,159,478
<b>TOTAL REVENUES</b>	\$ 346,977,224	\$ -	\$ -	\$ 346,977,224
<b>EXPENDITURES</b>				
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ -	\$ -	\$ 185,962,543
Classified Salaries (2000-2999)	\$ 56,645,677	\$ (3,887,084)	\$ -	\$ 52,758,593
Employee Benefits (3000-3999)	\$ 72,943,233	\$ (1,447,217)	\$ -	\$ 71,496,016
Books and Supplies (4000-4999)	\$ 17,797,629	\$ -	\$ -	\$ 17,797,629
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ -	\$ -	\$ 26,021,750
Capital Outlay (6000-6599)	\$ 40,229	\$ -	\$ -	\$ 40,229
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ -	\$ -	\$ 9,842,273
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ -	\$ -	\$ (565,394)
Other Adjustments				
<b>TOTAL EXPENDITURES</b>	\$ 368,687,940	\$ (5,334,301)	\$ -	\$ 363,353,639
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (21,710,716)	\$ 5,334,301	\$ -	\$ (16,376,415)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ -	\$ -	\$ 2,758,297
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -	\$ -
<b>CONTRIBUTIONS (8980-8999)</b>	\$ -	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (18,952,419)	\$ 5,334,301	\$ -	\$ (13,618,118)
<b>BEGINNING BALANCE</b>	\$ 25,676,334			\$ 25,676,334
Prior-Year Adjustments/Restatements (9793/9795)	\$ -			\$ -
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 6,723,915	\$ 5,334,301	\$ -	\$ 12,058,216
<b>COMPONENTS OF ENDING BALANCE:</b>				
Reserved Amounts (9711-9740)	\$ 325,000	\$ -	\$ -	\$ 325,000
Reserved for Economic Uncertainties (9770)	\$ 1,841,121	\$ 5,334,301	\$ -	\$ 7,175,422
Designated Amounts (9775-9780)	\$ 4,557,794	\$ -	\$ -	\$ 4,557,794
Unappropriated Amount - Unrestricted (9790)	\$ -	\$ -	\$ -	\$ -
Unappropriated Amount - Restricted (9790)	\$ -	\$ -	\$ -	\$ -
Reserve for Economic Uncertainties Percentage	0.50%			1.97%

# I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

## Combined General Fund

Enter Bargaining Unit:

CSEA

	2010-11	2011-12	2012-13
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
<b>REVENUES</b>			
Revenue Limit Sources (8010-8099)	\$ 249,817,746	\$ 255,277,836	\$ 261,672,240
Remaining Revenues (8100-8799)	\$ 97,159,478	\$ 93,021,787	\$ 83,745,098
<b>TOTAL REVENUES</b>	\$ 346,977,224	\$ 348,299,623	\$ 345,417,338
<b>EXPENDITURES</b>			
Certificated Salaries (1000-1999)	\$ 185,962,543	\$ 189,680,910	\$ 191,317,668
Classified Salaries (2000-2999)	\$ 52,758,593	\$ 55,408,875	\$ 57,926,630
Employee Benefits (3000-3999)	\$ 71,496,016	\$ 71,810,612	\$ 71,945,959
Books and Supplies (4000-4999)	\$ 17,797,629	\$ 9,875,043	\$ 8,950,893
Services, Other Operating Expenses (5000-5999)	\$ 26,021,750	\$ 26,104,176	\$ 27,107,701
Capital Outlay (6000-6999)	\$ 40,229	\$ 1,000	\$ 1,000
Other Outgo (7100-7299) (7400-7499)	\$ 9,842,273	\$ 9,651,953	\$ 9,834,412
Direct Support/Indirect Cost (7300-7399)	\$ (565,394)	\$ (572,202)	\$ (614,703)
Other Adjustments-Additional Cuts Needed			
<b>TOTAL EXPENDITURES</b>	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
<b>OPERATING SURPLUS (DEFICIT)</b>	\$ (16,376,415)	\$ (13,660,744)	\$ (21,052,222)
<b>TRANSFERS IN &amp; OTHER SOURCES (8910-8979)</b>	\$ 2,758,297	\$ 2,639,278	\$ 2,486,268
<b>TRANSFERS OUT &amp; OTHER USES (7610-7699)</b>	\$ -	\$ -	\$ -
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	\$ (13,618,118)	\$ (11,021,466)	\$ (18,565,954)
<b>BEGINNING BALANCE</b>	\$ 25,676,334	\$ 12,058,216	\$ 1,036,750
<b>CURRENT-YEAR ENDING BALANCE</b>	\$ 12,058,216	\$ 1,036,750	\$ (17,529,204)
<b>COMPONENTS OF ENDING BALANCE:</b>			
Reserved Amounts (9711-9740)	\$ 325,000	\$ 325,000	\$ 325,000
Reserved for Economic Uncertainties - Unrestricted (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
Reserved for Economic Uncertainties - Restricted (9770)	\$ -	\$ -	\$ -
Board Designated Amounts (9775-9780)	\$ 4,557,794	\$ 3,829,656	\$ 3,829,656
Unappropriated Amounts - Unrestricted (9790)	\$ -	\$ -	\$ -
Unappropriated Amounts - Restricted (9790)	\$ -	\$ -	\$ -

**J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES****1. State Reserve Standard**

		2010-11	2011-12	2012-13
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 363,353,639	\$ 361,960,367	\$ 366,469,560
b.	State Standard Minimum Reserve Percentage for this District enter percentage:	2.00%	2.00%	2.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. OR \$50,000	\$ 7,267,073	\$ 7,239,207	\$ 7,329,391

**2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)**

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770)	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
g.	Total Available Reserves	\$ 7,175,422	\$ (3,117,906)	\$ (21,683,860)
h.	Reserve for Economic Uncertainties Percentage	1.97%	-0.86%	-5.92%

**3. Do unrestricted reserves meet the state minimum reserve amount?**

2010-11

Yes

☐

No

☒

2011-12

Yes

☐

No

☒

2012-13

Yes

☐

No

☒**4. If no, how do you plan to restore your reserves?**

For 10-11 budget revisions will be made at first interim which will bring CUSD up to a 2% reserve level. For 11-12 and beyond necessary reductions will be made.

**L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT**

The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of Capistrano Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the Capistrano Unified Education Association Bargaining Unit, during the term of the agreement from July 1, 2010 to June 30, 2012.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

Budget Adjustment Categories:		Budget Adjustment Increase (Decrease)
Expenditures/Other Financing Uses		\$ (5,334,301)
Ending Balance Increase (Increase)		\$ 5,334,301
Expenditures/Other Financing Uses		N/A
Ending Balance Increase (Increase)		N/A

\_\_\_\_\_  
District Superintendent  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer  
(Signature)

\_\_\_\_\_  
Date

**M. CERTIFICATION NO. 2**

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

\_\_\_\_\_  
**District Superintendent (or Designee)**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**President or Clerk of Governing Board**  
**(Signature)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
Ronald N. Lebs

**Contact Person**

\_\_\_\_\_  
(949) 234 9214

**Phone**



CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

## PROPOSED FURLOUGH RESTORATION TO SCHOOL CALENDAR 2010/2011 – JANUARY 11, 2011

INDEPENDENCE DAY HOLIDAY (Local Holiday)	Mon., July 5, 2010
New Teacher – Pre-service Day	Thurs., Sept. 2, 2010
LABOR DAY (Legal Holiday)	Mon., Sept. 6, 2010
All Teachers – Pre-service Day	Tues., Sept. 7, 2010
<b><u>OPENING DAY OF SCHOOL</u></b> (Minimum day, Elementary only)	<b>Weds., Sept. 8, 2010</b>
Back to School Week, Middle School	Tues.-Thurs., Sept. 21-23, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, High School	Tues.-Thurs., Sept. 28-30, 2010
(Minimum day, date of Back-to-School Night only)	
Back to School Week, Elementary	Tues.-Thurs., Oct. 5-7, 2010
(Minimum day, date of Back-to-School Night only)	
End of First Progress Reporting Period (High School)	Fri., Oct. 15, 2010
Parent Conferences, Elementary (Student Holiday)	Mon., Nov. 1, 2010
Parent Conferences, Elementary (Minimum Days)	Tues.-Thurs., Nov. 2-4, 2010
<b><u>End of First Quarter – Middle School</u></b>	Fri., Nov. 5, 2010
VETERANS DAY (Legal Holiday)	Thurs., Nov. 11, 2010
FALL RECESS (Recess for Students and Teachers)	Fri., Nov. 12, 2010
THANKSGIVING RECESS (Recess for Students and Teachers)	Mon.-Fri., Nov. 22-26, 2010
THANKSGIVING HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Nov. 25-26, 2010
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Nov. 29, 2010</b>
End of Second Progress Reporting Period (High School)	Fri., Dec. 3, 2010
<b><u>End of First Trimester – Elementary</u></b>	Fri., Dec. 10, 2010
WINTER RECESS (Recess for Students and Teachers)	Mon.-Fri., Dec. 20-31, 2010
CHRISTMAS HOLIDAYS (Legal and Local Holiday)	Thurs.-Fri., Dec. 23-24, 2010
Holiday to Replace Admission Day	Thurs., Dec. 30, 2010
NEW YEAR'S DAY (Legal Holiday)	Fri., Dec. 31, 2010
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Jan. 3, 2011</b>
DR. MARTIN LUTHER KING, JR. DAY (Legal Holiday)	Mon., Jan. 17, 2011
Final Exam Days, High School (Minimum Days, High School)	Weds.-Fri., Feb. 2-4, 2011
<b><u>End of First Semester</u></b>	Fri., Feb. 4, 2011
<b><u>SECOND SEMESTER BEGINS</u></b>	<b>Mon., Feb. 7, 2011</b>
<del>Non-student/Non-teacher day (Instructional Furlough Day)</del>	<del>Thurs., Feb. 17, 2011</del>
LINCOLN DAY (Legal Holiday)	Fri., Feb. 18, 2011
WASHINGTON DAY (Legal Holiday)	Mon., Feb. 21, 2011
End of First Progress Reporting Period (High School)	Fri., Mar. 18, 2011
<b><u>End of Second Trimester – Elementary</u></b>	Weds., Mar. 23, 2011
Parent Conferences, Elementary (Minimum Days, Elementary Schools)	Tues.-Fri., Mar. 29-April 1, 2011
SPRING RECESS (Recess for Students and Teachers)	Mon.-Fri., Apr. 4-8, 2011
SPRING HOLIDAY (Local Holiday)	Fri., Apr. 8, 2011
<b><u>SCHOOL RESUMES</u></b>	<b>Mon., Apr. 11, 2011</b>
<b><u>End of Third Quarter – Middle School</u></b>	Weds., Apr. 20, 2011
End of Second Progress Reporting Period (High School)	Fri., May 6, 2011
<del>Non-student/Non-teacher day (Instructional Furlough Day)</del>	<del>Fri., May 27, 2011</del>
MEMORIAL DAY (Legal Holiday)	Mon., May 30, 2011
Final Exam Days, High School (Minimum Days, High Schools)	Mon.-Weds., June 20-22, 2011
<b><u>LAST DAY OF SCHOOL FOR SECONDARY STUDENTS</u></b>	<b>Weds., June 22, 2011</b>
Minimum Day for Secondary/Graduation Ceremonies	Weds., June 22, 2011
Secondary Student Holiday	Thurs., June 23, 2011
<b><u>LAST DAY OF SCHOOL FOR ELEMENTARY STUDENTS</u></b> Min. day	<b>Thurs., June 23, 2011</b>
<b><u>LAST DAY OF SCHOOL FOR ALL TEACHERS</u></b>	<b>Thurs., June 23, 2011</b>
(End of Second Semester)	

NOTE: Additional student days may be added during the winter or spring recesses, or at the end of the June school month, because of lost teaching days due to emergency school-closing days.

**Open House:** Schools will set individual Open House dates in the spring.

